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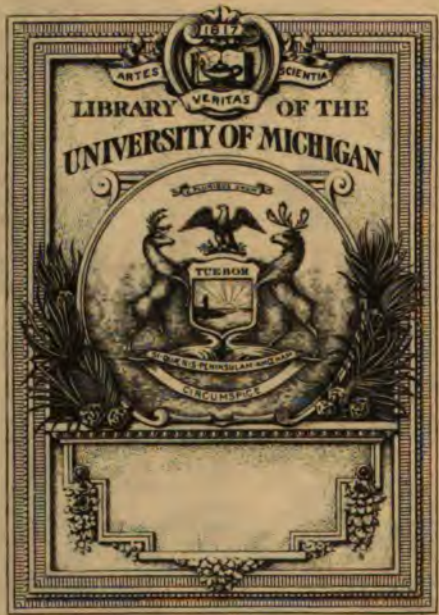

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AGREEMENTS AND CONTRACTS.

The legal name of an agreement is a contract; which is defined, an agreement upon sufficient consideration, to do, or not to do, a particular thing. If under seal, it is called a specialty; if not, an agreement by parol: the latter term including all agreements, both verbal and written, not under seal.

It is advisable in contracts to add a seal, as such are generally in law of a higher consideration. A written agreement can be more easily proved than a verbal one. A large proportion of lawsuits arise from a neglect to have agreements distinctly understood and clearly expressed.

A signature of initials or names with a lead-pencil is binding; so also a mark with a pen or lead-pencil, (especially if witnessed,) if a person cannot write his name.

Fraud entirely destroys all agreements; misrepresentations of important facts by one party entitle the other to refuse to be bound. When agreements are made for the sale of goods by sample, the goods delivered must correspond with the sample, or the buyer is not bound. An alteration in the date of an agreement destoys it.

When a person deposits in the post-office an acceptance of a proposition made through mail by another, the contract is thenceforth complete in law.

Agreements to do unlawful acts, or acts opposed to public policy, are absolutely void.

Agreements under seal import a valuable consideration, which need not be money. The test in law of a valuable consideration is some benefit to the party making the promise, or some injury to the party to whom the promise is

made. If a merely nominal consideration (as, for the consideration of *one dollar*, or the like) be mentioned in writing, it is a better plan to add the words, "and for other good and sufficient considerations," or their equivalent.

Too much precaution can scarcely be taken in all agreements for parties to express in plain and unambiguous language exactly what they mean, and precisely as they mean it.

Verbal evidence is allowed to *explain*, but not to *vary*, or *change* a written agreement.

The assent must be mutual: both parties must understand the same thing in the same sense.

Where a contract is under seal, the release or discharge of the same must be under seal; if it is required by law to be in writing, it cannot be dissolved by a subsequent agreement, merely verbal.

Nearly 175 years ago, by an English statute, passed to prevent frauds and perjuries, it was, among other things, enacted, that no action should be brought whereby to charge any person upon any agreement not to be performed within the space of *one year* from the making of it, unless the agreement, or some note or memorandum of it, should be in writing and signed by the party sought to be charged, or his lawfully appointed agent; also, that no contract for the sale of any goods for the price of ten pounds sterling, or upward, should be held good, unless the buyer should accept part of the goods thus sold and actually receive the same, or give something as earnest to bind the bargain, or in part payment, or unless some note or memorandum in writing of such bargain should be made and signed by the parties to be charged by such agreement, or their agents.

As the provisions of this celebrated statute have been in substance adopted in every State of this Union, with the single exception of Louisiana—though the sum limited (ten pounds in the English statute) in the various States ranges from $30 to $50—great care should be exercised in the case of all contracts to be affected by it, that some *written memorandum* be signed by one or both of the parties, or that the *buyer accept part* of the goods sold, or give something as *earnest* or *pay part* of the price.

All agreements expire at the end of one year, unless they explicitly state that they are for a longer period.

It is understood, in every contract for work or labor, that it shall be executed in a suitable and workmanlike manner, whether it is so expressed in the contract or not.

If it is desired by both parties to an agreement to waive the performance of a part of it, let it be so endorsed on the back of the agreement, and signed by the party who so consents to waive it.

The law of the state where the contract is made regulates the construction of the contract; the law of the state where the contract is sought to be enforced regulates the remedy.

Amounts and dates should always be written out, and not expressed in figures: thus, two thousand dollars, instead of $2,000.

The words in *italics*, and names in capitals, are merely inserted to show how the forms may be filled out. They should be always omitted in drawing a paper, and such words inserted as correspond with the facts in hand, and the actual agreement of the parties.

Fraud destroys every contract into which it enters.

No. 1.—General Form of Agreement.

This Agreement, made this *first* day of *May*, one thousand eight hundred and *eighty-seven*, between JOHN DOE, of the *City* of *New York*, in the county of *New York*, and state of *New York*, of the first part, and RICHARD ROE, of the *city* of *Buffalo*, in the *county of Erie and state of New York* of the second part—*

Witnesseth, that the said JOHN DOE, in consideration of the covenants on the part of the party of the second part hereinafter contained, doth covenant and agree to and with the said RICHARD ROE, that [*here insert the agreement on the part of John Doe.*]

And the said RICHARD ROE, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the said JOHN DOE, that [*here insert the agreement on the part of Richard Roe*].

* To avoid repetition we have referred in the succeeding forms to certain numbers, for the introductory matter of the form. For example, in No. 5, the first part of No. 1 is to be copied in that form as far as the star.

† **In witness whereof,** we have hereunto set our hands and seals, the day and year first above written.

Signed, sealed and delivered, in presence of JOHN SMITH, JAMES SHORT.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

[*When required, this clause may be inserted:*]

And it is further agreed between the parties hereto, that the party that shall fail to perform this agreement on his part, will pay to the other the full sum of *fifty* dollars, as liquidated, fixed, and settled damages.‡

No. 2.—Agreement for the Sale and Delivery of Personal Property.

This Agreement, made this *first* day of *July*, one thousand eight hundred and *eighty-seven*, between JOHN DOE, of *New Albany*, in the county of *Floyd*, and state of *Indiana*, of the first part, and RICHARD ROE, of the *city* of *Buffalo*, in the county of *Erie*, and state of *New York*, of the second part—

Witnesseth, that the said JOHN DOE, in consideration of the covenants on the part of the said RICHARD ROE, doth covenant to and with the said RICHARD ROE, that he will deliver to the said RICHARD ROE, at his *store* in *New Albany, aforesaid, one thousand* bushels of wheat, of good merchantable quality, on or before the *first* day of *September next.*

And the said RICHARD ROE, in consideration of the covenants on the part of the said JOHN DOE, doth covenant and agree to and with the said JOHN DOE, that he will pay to the said JOHN DOE at the rate of *one dollar* for each bushel of wheat so delivered, immediately on the completion of the delivery thereof.

† This form of witnessing and signing may be adopted in every legal instrument, except where a different form is particularly given or directed to be used.

‡ When it is desired to fix the damages for the violation of the contract, this clause may be inserted before the witnessing clause. It has the advantage of making certain the amount of damages to be paid, instead of leaving it to be settled by a suit at law, or an agreement between the parties, *after* the contract has been violated.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered, in presence of JOHN SMITH, JAMES SHORT.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

The foregoing form can be used for any description of personal property.

No. 3.—Agreement for Building a House.

Contract for Building, made the *tenth* day of *July*, one thousand eight hundred and *eighty-seven*, by and between JOHN DOE, of *Brooklyn*, in the county of *Kings*, and state of *New York*, of the first part, and RICHARD ROE, of *New York*, in the county of *New York*, and state of *New York*, of the second part, in these words: the said party of the second part covenants and agrees to and with the said party of the first part, to make, erect, build, and finish, in a good, substantial, and workmanlike manner, *a three-story brick dwelling-house*, on the lot of land situated [*here insert description of lot*], agreeable to the draught, plan, and specifications,* hereto annexed, of good and substantial materials, by the *first* day of *January* next. And the said party of the first part covenants and agrees to pay unto the said party of the second part, for the same, the sum of *two thousand* dollars lawful money of the United States, as follows: the sum of *one thousand* dollars *when the building is enclosed and the roof put on, and the remaining one thousand* dollars *when the building is completed.*

And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents covenant and agree, each with the other, that the sum of *one thousand* dollars, as fixed, settled, and liquidated damages, shall be paid to the other by the failing party.

In witness whereof, &c. [*as in No.* 1].

* The draughts and specifications should be all signed by the parties to the agreement, in order that they may be identified.

No. 4.—Agreement for the Sale of Land.

Articles of Agreement, made the *fifth* day of *March* one thousand eight hundred and *eighty-seven*, between JOHN DOE, of *Rochester*, in the county of *Monroe*, and state of *New York*, of the first part, and RICHARD ROE, of *Newburgh*, in the county of *Orange*, and state of *New York*, of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of *five* hundred dollars to be paid as hereinafter mentioned, has contracted and agreed to sell to the said party of the second part, all that certain piece or parcel of land, situate in *Newburgh*, in *Orange* county, and state of *New York*, and which is bounded and described as follows, to wit: beginning at, &c. [*here insert description of the land.*]*

And the said party of the first part agrees to execute and deliver to the said party of the second part a warranty deed, for the said land with the usual full covenant. Provided, and upon condition nevertheless, that the said party of the second part, his heirs or assigns, pay to the said party of the first part, his heirs or assigns, for the same land, the sum of *five hundred* dollars lawful money of the United States of America, payable as follows: the sum of *two hundred and fifty dollars on the first day of June next and the further and remaining sum of two hundred and fifty dollars on the first day of August in the year* one thousand eight hundred and *eighty-nine*, together with lawful interest on the same, from the date hereof: And the said party of the second part, for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said party of the first part, his heirs and assigns, that the said party of the second part will pay the said several sums as they severally become due, with the interest thereon, without deduction of any taxes or assessments whatever. And it is further agreed between the parties to these presents, that if default be made in fulfilling this agreement, or any part thereof, on the part of the said party of the second part, then, and in such case, the said party of the first part, his heirs and assigns, shall be at liberty to con-

* In describing land, buildings, &c., care should be had to make the description as complete as possible, so as to be readily identified on examination.

sider this contract as forfeited and annulled, and to dispose of the said land to any other person, in the same manner as if this contract had never been made.

In witness whereof, &c. [*as in No.* 1]

No. 5.—Agreement for the Hiring of a Clerk or Workman.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that the said JOHN DOE has agreed to enter the service of the said RICHARD ROE as clerk [*or journeyman*], and covenants and agrees, to and with the said RICHARD ROE, that he will faithfully, honestly, and diligently, apply himself and perform the duties of a clerk [*or journeyman*] in the store [*or shop*] of the said RICHARD ROE, and faithfully obey all the reasonable wishes and commands of the said RICHARD ROE, for and during the space of *one year* from the *first* day of *December next*, for the compensation of *five hundred* dollars per annum, payable *quarterly*.

And the said RICHARD ROE covenants with the said JOHN DOE, that he will receive him as his clerk [*or journeyman*] for the term of *one year* aforesaid, and will pay him for his services as such clerk [*or journeyman*] the sum of *five hundred* dollars annually, in *quarter yearly* payments.

In witness whereof, &c. [*as in No.* 1.]—

No. 6.—Agreement for Making and Delivering Boots.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that the said JOHN DOE, in consideration of the covenants on the part of the party of the second part, to be performed, doth covenant and agree, to and with the said RICHARD ROE, that he will, within [*here insert the time*] from the date hereof, make and deliver to the said RICHARD ROE, *ten thousand* pairs of boots, made from *calfskin*, of the first quality, and of the following sizes [*here insert sizes*].

And the said RICHARD ROE covenants to pay to the said JOHN DOE *two* dollars for each pair upon the completion of

the delivery of the said *ten thousand* pairs, if the same are delivered within [*insert the time agreed upon*] from the date hereof as aforesaid.

In witness whereof, &c. [*as in No.* 1.]

No. 7.—Agreement for Bricklayer's and Plasterer's Work.

Memorandum of an Agreement made this *first* day of *May* A. D. 1887, between HARRISON HAY, of the city of *Philadelphia*, county of *Philadelphia*, and state of *Pennsylvania*, of the first part, and THOMAS EWING, of the same *City*, of the second part, as follows: The said HARRISON HAY, for the consideration hereinafter mentioned, doth covenant, promise and agree with, and to the said THOMAS EWING, that he, the said HAY, shall and will do and perform all the work belonging to the bricklayer and plasterer, in and about the erection and building of a certain house [*describing the location*], in a sufficient and workmanlike manner, at his own charge and expense, with the materials to be provided for that purpose by the said EWING; that he will build the same with the thickness of walls, height or number of stories, and the number and kind of lights, chimneys and conveniences, together with the ornamental work in and about the said building as the said EWING shall direct him, paying and discharging all the said workmen by him employed in and about the same; and, that he will completely finish all the work herein by him agreed and covenanted to be by him done and performed on or before the *first* day of *October* next.

And the said THOMAS EWING, for and in consideration of the true and faithful performance of the work to be done as aforesaid, doth agree and covenant to and with the said HAY, that he shall and will well and truly pay, or cause to be paid, unto the said HAY, for all such work, ornamental work excepted, to be by him done and performed in and about the building aforesaid, at and after the rate of —— for every yard which said work shall measure, reckoning three feet square for every yard: and for all the said ornamental work to be performed as aforesaid, the sum of —— dollars in full; and the said EWING will pay all the said

money as follows, viz: [*insert the terms*]. And it is further covenanted and agreed, by and between the parties hereunto, that each and all of the foregoing covenants and agreements are to apply to, and bind, the heirs, executors and administrators of the respective parties hereto.

In witness whereof, &c. [*as in No.* 1].

No. 8.—Agreement to Sell and Deliver Cord Wood.

This Agreement, &c. [*as in No.* 1 *to the* *].

Witnesseth, that the said JOHN DOE agrees to sell to the said RICHARD ROE *one thousand* cords of wood, all of it to be well seasoned, and to be of *beech and maple* only, and to deliver the same, securely corded, at the *factory* of the said RICHARD ROE in the *town* aforesaid, for the price of *two* dollars per cord, on the *first* day of *June* next.

And the said RICHARD ROE, in consideration thereof, agrees to pay to the said JOHN DOE, for the said wood, at the rate of *two* dollars for each cord of wood, immediately upon the completion of the delivery thereof.

In witness whereof, &c. [*as in No.* 1].

No. 9.—Agreement to Sell Shares of Stock.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that, in consideration of the agreement of RICHARD ROE, hereinafter contained, the said JOHN DOE agrees to sell, transfer, and convey, to the said RICHARD ROE, on the *tenth* day of *July* next *one thousand* shares of the *Glenville Manufacturing Company*, now owned by the said JOHN DOE, and standing in his name on the books of said company, and to execute and deliver to the said RICHARD ROE all necessary assignments, transfers, and conveyances, to assure and convey the same to the said RICHARD ROE, his executors, administrators, and assigns, forever.

In consideration of which, the said RICHARD ROE, agrees with the said JOHN DOE to pay to him *one hundred* dollars for each share of the said capital stock, on the said *tenth* day of *July* next.

In witness whereof, &c. [*as in No.* 1.]

* The time and rate of payment may be altered to correspond with the special agreement between the parties.

No. 10.—Agreement to Sell Goods in Store.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that in consideration of the covenants on the part of the said RICHARD ROE, hereinafter contained, the said JOHN DOE doth covenant with the said RICHARD ROE, that he will take of the said RICHARD ROE all his stock of goods, wares, and merchandise, now being in his store in *Cooperstown*, together with all the fixtures thereto belonging; an account of such stock of goods, wares, and merchandise, to be taken by the parties hereto in the presence of each other: and the said JOHN DOE agrees to pay for them at the invoice price; but if any of said goods be damaged, such damaged goods, together with the fixtures aforesaid, to be valued by two disinterested persons, one of whom is to be selected by each of the parties hereto, and to pay for the same the value or price that the said appraisers may agree to set upon them as a fair valuation of the same; and that in *five days* after the value of said goods, wares, merchandise, and fixtures, can be ascertained as aforesaid, said value is to be paid by the said JOHN DOE to the said RICHARD ROE.

And the said RICHARD ROE, in consideration thereof, agrees to sell to the said JOHN DOE the said goods, wares, and merchandise, at the invoice price, and the fixtures and such goods as may be damaged at such price as the appraisers appointed as aforesaid may fix and determine; and make, execute, and deliver, to the said JOHN DOE, a good and sufficient bill of sale and conveyance thereof.

In witness whereof, &c. [*as in No.* 1].

No. 11—Agreement to Cultivate Land on Shares.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that the said JOHN DOE agrees with the said RICHARD ROE, that he will properly plough, harrow, till, fit, and prepare for sowing, all that certain field of ground belonging to the said RICHARD ROE, which field lies, &c. [*here insert description of the field,*] containing about *fifty* acres, and to sow the same with good *winter wheat*, finding one-half of the seed *wheat* necessary therefor, on or before the *first* day of *September* next; and that he will at the proper

time cut, harvest, and thrash, the said *wheat*, and properly winnow and clean the same, and deliver the one-half part of the said *wheat* to the said RICHARD ROE, at his *barn, on his premises*, in the town of *Mount Vernon, near his dwelling-house*, within *ten* days after the same shall have been cleaned; and will carefully stack the one-half part of the straw on the premises of the said RICHARD ROE, near to his barn aforesaid.

And the said RICHARD ROE, in consideration of the foregoing agreement, promises and agrees, to and with the said JOHN DOE, that he may enter in and upon the said field for the purpose of tilling and sowing the same, and of harvesting the crop; and free ingress and egress have and enjoy for the purposes aforesaid; and that he will furnish to said JOHN DOE one-half part of the seed *wheat* necessary to sow the same, on or before the *first* day of *September* next, and permit the said JOHN DOE to thrash and clean the *wheat* upon the premises of the said RICHARD ROE.

In witness whereof, &c. [*as in No.* 1].

No. 12.—Agreement for the Sale of Horse.

This Agreement, &c. [*as in No.* 1 *to the* *]—

Witnesseth, that the said JOHN DOE hereby agrees to sell to the said RICHARD ROE his *dark-bay* horse, *with a white star in the forehead, and black mane and tail*, and to warrant the said horse to be well broken, to be kind and gentle, both under the saddle and in single and double harness, to be sound in every respect and free from vice—for the sum of *one hundred* dollars to be paid by the said RICHARD ROE on the *tenth* day of *May* next.

In consideration whereof, the said RICHARD ROE agrees to purchase the said horse, and to pay therefor to the said JOHN DOE the sum of *one hundred* dollars, on the *tenth* day of *May* next.

In witness whereof, &c[*as in No.* 1.]

No. 13.—Agreement for Sale and Purchase of Fruit-Trees.

This Agreement, &c. [*as in No.* 1 *to* *]

Witnesseth, that the said JOHN DOE agrees to sell a-

deliver to the said RICHARD ROE, at his dwelling-house in *Springfield* aforesaid, *five hundred* apple-trees, *two hundred and fifty* peach-trees, *two hundred* plum-trees, *one hundred* pear-trees, and *fifty* nectarine-trees, all in good order for transplanting, in the month of *May* next, for the following prices, namely: for each hundred apple-trees, *twenty* dollars, for each hundred peach-trees, *fifteen* dollars; for each hundred plum-trees, *thirty* dollars; for each hundred pear-trees, *twenty-five* dollars; and for each fifty nectarine trees, *ten* dollars.*

And the said RICHARD ROE, in consideration thereof, agrees to purchase the trees aforesaid, in the quantity aforesaid, and at the prices aforesaid; and to pay to the said JOHN DOE the price therefor in cash upon the delivery of the said trees.

In witness whereof, &c. [*as in No.* 1].

No. 14—Agreement for Barter.

This Agreement, &c. [*as in No* 1 *to* *]—

Witnesseth, that the said JOHN DOE, in consideration of the agreement of the said RICHARD ROE, hereinafter contained, agrees to deliver to the said RICHARD ROE on or before the *first* of *October* next *one thousand bushels of potatoes* at the *dwelling-house* of the said RICHARD ROE.

And the said RICHARD ROE, in consideration thereof, agrees to deliver to the said JOHN DOE, at *his dwelling-house*, on or before the *first* day of *October* next, *two hundred and fifty bushels of good, clean, merchantable wheat.*

In witness whereof, &c. [*as in No.* 1]

No. 15.—Agreement for the Sale of Animals.

This Agreement, &c. [*as in No.* 1 *to* *]—

Witnesseth, that in consideration of the agreement of the said RICHARD ROE, hereinafter contained, the said JOHN DOE agrees to sell and deliver, on the *first* day of *June* next, to the said RICHARD ROE, at his *store* in *Bennington*, one yoke of *four-year old oxen.*

* The number of trees and the price may be varied to correspond with the agreement between the parties.

And the said RICHARD ROE, in consideration thereof, agrees to pay to the said JOHN DOE *sixty* dollars immediately upon the delivery thereof.

In witness whereof, &c. [*as in No.* 1].

No. 16.—Apprentice's Indenture.*

This Indenture Witnesseth, that JAMES DOE, of *Cooperstown*, in the county of *Otsego*, and state of *New York*, now aged *eighteen* years, by and with the consent of JOHN DOE his *father*, hereon indorsed, hath voluntarily, and of his own free will and accord, put and bound himself apprentice to RICHARD ROE, of the *city* of *Rochester*, in the county of *Monroe*, and state of *New York*, to learn the art, trade, and mystery of *a hatter*, and as an apprentice, to serve from this date, for and during and until the full end and term of *three years* next ensuing; during all which time, the said apprentice his employer faithfully, honestly, and industriously shall serve, his secrets keep, all lawful commands everywhere readily obey, and at all times protect and preserve the goods and property of said employer, and not suffer or allow any to be injured or wasted; he shall not buy, sell, or traffic with his own goods, or the goods of others, nor be absent from his said employer's service day nor night, without leave, and in all things behave himself as a faithful apprentice ought to do, during the said term. And the said employer shall use and employ the utmost of his endeavors to teach, or cause him, the said apprentice, to be taught or instructed, in the art, trade, and mystery of a *hatter, and of making and finishing hats in all its branches.*†

And for the true performance of all and singular the covenants and agreements aforesaid, the parties bind themselves each unto the other, firmly by these presents.

In witness whereof, the parties aforesaid have here-

* An indenture is an instrument, under seal, indented or notched at the top, "*instar dentium*," like the teeth of a saw. Most of the states have special regulations in regard to the rights and duties of the parties, which should be observed.

† The conditions in regard to board and lodgings, and the rate of wages with the time of payment, should here be inserted, according ot the terms of agreement made between the parties.

unto set their hands and seals, the *tenth* day of *July*, in the year one thousand eight hundred and *eighty-seven*.

Sealed and delivered in the presence of JOHN SMITH, PETER JONES.	JAMES DOE (*seal*). RICHARD ROE (*seal*).

I do hereby consent to, and approve of, the binding of my *son*, JAMES DOE, as in the above indenture mentioned.

COOPERSTOWN, *July* 10, A. D. 1887. JOHN DOE.

No. 17.—Servant's Indenture.

This Indenture witnesseth, that JOHN DOE, now aged *seventeen* years, of the *city* of *Boston*, in the county of *Suffolk*, and state of *Massachusetts*, by and with the consent of WILLIAM DOE, his father hereon indorsed, hath voluntarily, and of his own free will and accord, put and bound himself servant to RICHARD ROE, of *the same place*, and as a domestic servant, to serve from the date hereof, for and until the full end and term of *his minority;* during all which time, the said servant his employer faithfully, honestly, and industriously shall serve, all lawful commands everywhere readily obey, protect and preserve the goods and property of his said employer, and not suffer or allow any to be injured or wasted; he shall not be absent from service without leave, and in all things and at all times behave as a faithful servant ought to do. And the said RICHARD ROE shall and will furnish and provide the said servant, during the continuance of the said term, with suitable and sufficient board, lodging, and washing; *and in case of sickness with medical attendance, care, and medicines.*

And for the true performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves, each unto the other, firmly by these presents.

In witness whereof, &c. [*as in No.* 16].

I do hereby consent to, and approve of, the binding of my *son*, JOHN DOE, as in the above indenture mentioned.

BOSTON, *November* 1, 1887. WILLIAM DOE.

ARBITRATION.

ARBITRATION is an agreement by parties who have a controversy, to submit that controversy or difference to the decision of a third party.

When the matters in difference are simply those of fact or opinion merely, it is often more expeditious and satisfactory to submit them to the decision of mutual friends than to the regularly-constituted authorities.

The agreement to refer matters in difference to the decision of a third party, is called a *submission.*

The decision of the arbitrators is called an *award.*

The award should be specific and distinct, containing the decision of the arbitrators in as clear and concise language as possible.

When the arbitration is under a rule of court, the award should be sealed up and delivered to the court without delay.

The following oath should be taken by the persons chosen as arbitrators, before entering upon the examination of the matters in dispute:—

We, the undersigned, arbitrators, appointed by and between JOHN DOE and RICHARD ROE, do swear fairly and faithfully to hear and examine the matters in controversy between the said JOHN DOE and RICHARD ROE, and to make a just award according to the best of our understanding.

JOHN JONES,
HENRY SMITH,
THOMAS SHARPE.

Sworn to, this *fifteenth* day of October, A. D. 1887, before me—

JOHN RICHTER, *Justice of the Peace.*

Oath to be administered to a witness by arbitrators:—

You do solemnly swear that the evidence you shall give to the arbitrators here present in a certain controversy submitted to them by and between JOHN DOE and RICHARD ROE shall be the truth, the whole truth and nothing but the truth; so help you God.

No. 18.—Form of Submission.

Know all Men by these Presents, that whereas a controversy is now existing between JOHN DOE, of the *city* of *New York*, in the county of *New York*, and state of *New York*, and RICHARD ROE, of *the same place*, concerning *the sale, warranty, and soundness, of a certain horse, which it is alleged was sold by the said* JOHN DOE *to* RICHARD ROE *aforesaid, upon a warranty that the said horse was sound in every respect, and which horse, it is alleged, is not and was not at the time of such sale sound in every respect*:

Now, therefore, we the said JOHN DOE and RICHARD ROE do hereby submit the said controversy to the decision and arbitration of JOHN JONES, HENRY SMITH, and THOMAS SHARPE, all of *New York aforesaid*, or to any two of them; and do covenant each with the other that we will in all things faithfully keep, observe, and abide by, the decision and award that they or any two of them may make in writing in the premises under their hands, ready to be delivered on or before the *first* day of *October* next.

And it is further agreed between the parties hereto, that the party that shall fail to keep, abide by, and observe the decision and award that shall be made according to the foregoing submission, will pay to the other the sum of *two hundred* dollars, as liquidated, fixed, and settled damages.

Witness our hands and seals, this *tenth* day of *October*, one thousand eight hundred and *eighty-seven*.

Sealed and delivered in the presence of JOHN SMITH, JOHN STONE.	JOHN DOE (*seal*) RICHARD ROE (*seal.*)

No. 19—Arbitration Bond.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *New York*, in the county of *New York*, and state of *New York*, am held and firmly bound unto RICHARD ROE, of *the same place*, in the sum of *five hundred* dollars, lawful money of the United States of America, to be paid to the said RICHARD ROE, his executors, administrators, or assigns; for which payment, well and truly to be made, I bind my-

self, my heirs, executors, and administrators, each and every of them firmly by these presents. Sealed with my *seal*. Dated the *twelfth* day of *October*, one thousand eight hundred and *eighty-seven*.

The condition of the above obligation is such, that if the above bounden JOHN DOE shall well and truly submit to the decision of JOHN JONES, HENRY SMITH, and THOMAS SHARPE, or the majority of them named, selected and chosen *arbitrators*, as well by and on the part and behalf of the said JOHN DOE as of the said RICHARD ROE, between whom a controversy exists, to hear all the proofs and allegations of the parties of and concerning *the sale, warranty, and soundness, of a certain horse, which it is alleged is unsound, and that it was sold by the said* JOHN DOE *to the said* RICHARD ROE *with warranty that it was in every respect sound*—and all matters relating thereto; and that the award of the said *arbitrators* be made in writing, subscribed by them or the majority of them, and attested by a subscribing witness, ready to be delivered to the said parties on or before the *first* day of *November* next. But before proceeding to take any testimony therein, the *arbitrators* shall be sworn "faithfully and fairly to hear and examine the matters in controversy between the parties to these presents, and to make a just award according to the best of their understanding." And the said parties to these presents do hereby agree that judgment in the *supreme* court of the said state shall be rendered upon the award which may be made pursuant to this submission, to the end that all matters in controversy in that behalf, between them, shall be finally concluded—then the above obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered, in presence of PETER PENNY, HIRAM JONES.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

Another bond should be executed by Richard Roe to John Doe, similar to this in every respect, except reversing the names.

No. 20.—Award of Arbitrators.

To all to whom these Presents shall come or may concern, GREETING: We, JOHN JONES, HENRY SMITH, and

THOMAS SHARPE, to whom was submitted as *arbitrators* the matters in controversy existing between JOHN DOE and RICHARD ROE, both of the *city* of *New York*, in the county of *New York*, and state of *New York*, as by the condition of their respective bonds of submission, executed by the said parties respectively, each unto the other, and bearing date the *twelfth* day of *October*, one thousand eight hundred and *eighty-seven*, more fully appears.

Now, therefore, know ye, that we the *arbitrators* mentioned in the said bonds, having been first duly sworn according to law, and having heard the proofs and allegations of the parties, and examined the matters in controversy by them submitted, do make this award: in writing that it is say, the said JOHN DOE *did sell to the said* RICHARD ROE *a certain horse on the fifteenth day of September last, warranting him to be sound in every respect, for the price of one hundred and fifty dollars; the said horse is and was at the time of such sale unsound and worth only the sum of forty dollars; and the said* JOHN DOE *should pay to the said* RICHARD ROE *one hundred and ten dollars for the difference in price, and thirty dollars for the expenses of keeping him, besides the costs of this arbitration.*

In witness whereof, we have hereunto subscribed these presents, this *first* day of *November*, one thousand eight hundred and *eighty-seven*.

In the presence of
PETER PENNY,
HIRAM JONES.

JOHN JONES,
HENRY SMITH,
THOMAS SHARPE.

ASSIGNMENTS.

AN *assignment* is a transfer of one man's interest in property to another, enabling the person to whom it is assigned to have the same control over the thing assigned as though he were the original owner.

An assignment made with the intent to hinder, delay, or defraud creditors or other persons, is void.

An assignment may be made for the benefit of the one to whom it is made; or partly for his benefit and partly in trust for the benefit of others; or wholly in trust for the benefit of others.

If there be reserved in an assignment any profit, benefit,

or advantage, to the one making the assignment, this will be conclusive evidence of fraud; and the assignment would be at once set aside on the application of creditors prejudiced by it.

But the assignee may employ the assignor in settling up the claims and such like business necessary to be done.

An assignment, like any other conveyance, of an interest in lands, should be immediately acknowledged and properly recorded.

An assignment to a near relation is always looked upon with great suspicion by the courts; and, unless made with entire good faith, and for a valuable consideration, will be set aside on the application of creditors upon whom it operates as a fraud.

No. 21.—General Form of Assignment.

Know all Men by these Presents, that I, JOHN DOE, within named, in consideration of *fifty* dollars, to me in hand paid by RICHARD ROE, of the *city* of *Boston*, in the county of *Suffolk*, and state of *Massachusetts*, the receipt whereof is hereby acknowledged, have sold and assigned, and by these presents do sell and assign, to the said RICHARD ROE, the within instrument in writing, and all my right, title, and interest in and to the same, authorizing him, in my name or otherwise, but at his own expense, to enforce the same according to the tenor thereof.

In witness whereof, I have hereunto set my hand and seal, this *first* day of *July*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in presence of
JOHN SMITH,
JOHN STONE.

The foregoing form to be endorsed on the instrument assigned.

No. 22.—Assignment of Bond.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Rochester*, in the county of *Monroe*, and state of *New York*, of the first part, for and in consideration of th

sum of *one thousand* dollars, lawful money of the United States of America, to me in hand paid by RICHARD ROE, of the *city* of *Brooklyn*, in the county of *Kings*, and state of *New York*, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and assigned, and by these presents do bargain, sell, and assign, unto the said party of the second part, his executors, administrators, and assigns, a certain written bond or obligation and conditions thereof, bearing date the *first* day of *January*, one thousand eight hundred and *eighty-seven*, executed by JOHN SMITH, of the *city* of *New York*, in the county of *New York*, and state of *New York*, to me, conditioned for the payment of *twelve-hundred* dollars, on the *first* day of *May next*, with interest, and all sum and sums of money due, or to grow due thereon. And the said party of the first part doth covenant with the said party of the second part, that there is now due on the said bond or obligation, according to the conditions thereof, for principal and interest, the sum of *twelve hundred and forty-two* dollars, and doth hereby authorize the said party of the second part, in his name to ask, demand, sue for, recover, receive and enjoy, the money due, and that may grow due thereon, as aforesaid.

In witness whereof, I have hereunto set my hand and seal, this *fifth* day of *July*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of }
PETER PEPPER,
JOHN STONE. }

No. 23.—Assignment of Mortgage.

Know all Men by these Presents, that I, JOHN DOE, of *White Plains*, in the county of *Westchester*, and state of *New York*, of the first part, in consideration of the sum of *two thousand* dollars, lawful money of the United States, to me in hand paid by RICHARD ROE, of the *same place*, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and

set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, a certain indenture of mortgage, bearing date the *tenth* day of *April*, in the year one thousand eight hundred and *eighty-seven*, made by HIRAM SMITH, of *White Plains*, in the county of *Westchester*, and state of *New York*, to secure the sum of *two thousand* dollars, together with the bond or obligation therein described, and the money due and to grow due thereon, with the interest. **To have and to hold** the same unto the said party of the second part, his executors, administrators, and assigns, for his and their sole use, benefit, and behoof, forever, subject only to the proviso in the said indenture of mortgage mentioned: and I do hereby make, constitute, and appoint, the said party of the second part my true and lawful attorney, irrevocable, in my name or otherwise, but at his proper costs and charges, to have, use, and take, all lawful ways and means for the recovery of the said money and interest; and in case of payment, to discharge the same as fully as I might or could do if these presents were not made.

And I covenant, for myself, my heirs, executors, and administrators, that I am the true and lawful owner of the said bond and mortgage, and that I have just right, full power and authority to sell, assign, and dispose of the same; and that there is now owing thereon the said principal sum of *two thousand* dollars, together with the interest thereon, from the *first* day of *August last past.*

In witness whereof, &c. [*as in No.* 22].—

No. 24.—Assignment of Mortgage to be endorsed thereon.

I, JOHN DOE, in consideration of *five hundred* dollars, to me in hand paid by RICHARD ROE, of the *city* of *Hartford*, in the county of *Hartford*, and state of *Connecticut*, the receipt whereof is hereby acknowledged, do hereby assign, transfer, convey, and set over, unto the said RICHARD ROE, the within indenture of mortgage and the bond accompanying the same, and all my right, title, and interest, in and to the same, and do authorize the said RICHARD ROE, in my name or otherwise, but at his own costs and charges, to collect and obtain payment of the same. And I cove-

nant that there is now owing for principal upon the said bond and mortgage the sum of *five hundred* dollars, and interest from the *first* day of *July*, one thousand eight hundred and *eighty-seven;* and that I am the owner thereof, and have good right to sell the same.†

In witness whereof, &c. [*as in No.* 22].

No. 25.—Assignment to be endorsed on Mortgage when intended as Collateral Security.

I, JOHN DOE, in consideration, &c. [*as in No.* 24 *to* †]. But this assignment is upon this express condition, that if the said JOHN DOE, his heirs, executors, administrators, or assigns, shall well and truly pay or cause to be paid unto the said RICHARD ROE the sum of *five hundred* dollars, on or before the *first* day of *July*, one thousand eight hundred and *ninety-two*, with interest thereon from the date hereof —then this assignment to be void:

But if the said RICHARD ROE, his executors, administrators, or assigns, shall collect the money secured by the bond and mortgage hereby assigned; then, after taking therefrom the said sum of *five hundred* dollars, with interest thereon from the date hereof, and the amount of the costs and charges properly incurred in and about the collecting thereof, he or they shall pay over the surplus (if any) to the said JOHN DOE, his executors, administrators, or assigns.

In witness whereof, we have hereunto set our hands and seals this *first* day of *October*, one thousand eight hundred and *eighty-seven*.

Signed, sealed, and delivered, in presence of JOHN SMITH, JAMES SHORT.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

No. 26.—Assignment of a Debt.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *New Orleans*, in the *parish* of *Orleans*, and state of *Louisiana*, in consideration of *one thousand* dollars to me in hand paid by RICHARD ROE, of *the same place*, the receipt whereof I hereby acknowledge, have sold, transferred, and

assigned, unto the said RICHARD ROE, a certain debt due and owing to me from JOHN SMITH, of the *city* of *Cincinnati*, in the county of *Hamilton*, and state of *Ohio*, for [*here state the consideration or cause of indebtedness*], amounting to *twelve hundred* dollars.

And I do hereby authorize the said RICHARD ROE, in my name or otherwise, but at his own costs, to sue for, collect, and receive, sell and transfer, settle and discharge, the said debt.

And I do covenant that the said sum of *twelve hundred* dollars is justly owing and due to me from the said JOHN SMITH, and that I have neither done nor will do anything to lessen or discharge the said debt, or hinder the said RICHARD ROE or his assigns from collecting the same.

In witness whereof, &c. [*as in No.* 22].

No. 27.—Assignment of Judgment.

This Indenture, made the *first* day of *October*, one thousand, eight hundred and *eighty-seven*, between JOHN DOE of *Winchester*, in the county of *Cheshire*, and state of *New Hampshire*, of the first part, and RICHARD ROE, of the *same place*, of the other part: WHEREAS, the said party of the first part, on the *first* day of *June*, one thousand eight hundred and *eighty-seven*, recovered by judgment in the *superior court of the state of New Hampshire*, against JOHN SHORT, the sum of *ten thousand* dollars:

Now this Indenture witnesseth, that the said party of the first part, in consideration of *ten thousand* dollars, to him duly paid, hath sold, and by these presents doth assign, transfer, and set over, unto the said party of the second part, and his assigns, the said judgment, and all sum and sums of money that may be had or obtained by means thereof, or on any proceedings to be had thereupon. And the said party of the first part doth hereby constitute and appoint the said party of the second part, and his assigns, his true and lawful attorney irrevocable, with power of substitution and revocation, for the use and at the proper costs and charges of the said party of the second part, to ask, demand, and receive, and to sue out executions, and take all lawful ways for the recovery of the money due or to become due on the said judgment; and on payment, to

acknowledge satisfaction, or discharge the same; and attorneys one or more under him for the purpose aforesaid, to make and substitute, and at pleasure to revoke; hereby ratifying and confirming all that his said attorney or substitute shall lawfully do in the premises And the said party of the first part doth covenant that there is now due on the said judgment the sum of *ten thousand* dollars, and that he will not collect or receive the same, or any part thereof, nor release or discharge the said judgment, but will own and allow all lawful proceedings therein, the said party of the second part saving the said party of the first part harmless of and from any costs in the premises.

In witness whereof, the party of the first part hath hereunto set his hand and seal the day and year first above written.

JOHN DOE *(seal)*.

Sealed and delivered in the presence of
JOHN SMITH,
PETER JONES.

No. 28.—Assignment of Lease.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Boston*, in the county of *Suffolk*, and state of *Massachusetts*, for and in consideration of the sum of *one hundred* dollars, lawful money of the United States, to me duly paid by RICHARD ROE, of the *same place*, have sold, and by these presents do grant, convey, assign, transfer, and set over, unto the said RICHARD ROE, a certain indenture of lease, bearing date the *first* day of *April*, in the year one thousand eight hundred and *eighty-seven*, made by JAMES SMART, of the *city* of *Boston aforesaid*, to me for the term of *twenty years*, reserving unto the said JAMES SMART the yearly rent of *two hundred* dollars, payable *quarterly*, with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances. **To have and to hold** the same unto the said RICHARD ROE, his executors, administrators, and assigns, from the *first* day of *May next ensuing*, for and during all the rest, residue, and remainder, yet to come of and in the term of *twenty years* mentioned in the said indenture of lease: subject, nevertheless, to the rents, covenants, conditions, and provisions, therein also mentioned. [And I do hereby

covenant, grant, promise, and agree, to and with the said RICHARD ROE, that the said assigned premises now are free and clear of and from all former and other gifts, grants bargains, sales, leases, judgments, executions, back rents, taxes, assessments, and encumbrances, whatsoever.]

In witness whereof, &c. [*as in No.* 22].

Instead of the clause within brackets, the following may be used:—

And I do hereby covenant and agree, to and with the said RICHARD ROE, that the said assigned premises are free and clear of and from all other gifts, grants, bargains, sales, leases, and encumbrances, by me suffered, made, or created.

No. 29—Assignment of Policy of Insurance.*

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *St. Louis*, in the county of *St. Louis*, and state of *Missouri*, for and in consideration of the sum of *five hundred* dollars, lawful money of the United States, to me in hand paid by RICHARD ROE, of the *same place*, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, convey, and set over, unto the said RICHARD ROE all my right, title, interest, claim, and demand, in and to the within named policy of insurance, and all sum and sums of money, interest, benefit, and advantage whatever, now due or which may hereafter arise, or to be had or made, by virtue thereof, to have and to hold the same unto the said RICHARD ROE, his heirs and assigns, forever.

In witness whereof, &c. [*as in No.* 22].

No. 30.—Assignment for the Benefit of all Creditors equally.

Know all Men by these Presents, that I, JOHN DOE, of *Milford*, in the county of *New Haven*, and state of *Connecticut*, for value received, have sold, and by these presents do grant, sell, assign, and convey, unto RICHARD ROE, of the *same place*, all the accounts, debts, dues, notes, bills, bonds,

* This assignment must be endorsed on the insurance policy, and approval of the insurers attested by the signature of one of the principal officers of the insurance company.

and demands, enumerated and specified in the sche
hereunto annexed, and marked "*Schedule A;*"* to have
to hold the same, unto the said RICHARD ROE and
assigns:

In trust to collect, use for, demand, receive, and reco
all such sums of money as may be due, owing, and pa
ble thereon; and after paying all reasonable and pro
costs, charges, and expenses, to pay to each and all of
creditors the full sum that may be due and owing to th
from me, of whom the said RICHARD ROE is one, and a
and complete list of whom, with the true amount due
each, is contained in the schedule hereto annexed, mark
"*Schedule B;*" and if the proceeds of the said note
accounts, bonds, and so forth, be not sufficient fully an
entirely to pay off and satisfy each and all of my creditor
then to pay them *pro rata* in proportion to the amount du
and owing to each. And if the proceeds as aforesaid sha
be more than sufficient to pay and satisfy every one of m
creditors, then to pay and return to me the balance tha
may be left, if any, after paying all my creditors as aforesaid

And I do hereby nominate, constitute, and appoint, the
said RICHARD ROE my true and lawful attorney, irrevocable,
in my name or otherwise, for the purpose aforesaid, to ask,
demand, sue for, collect, receive, and recover, all and singu-
lar such sum or sums of money as now are or hereafter
may become due, upon, for, or on account of any of the
property, effects, things in action, or demands above
assigned; giving and granting unto my said attorney full
power and authority to do and perform every act, deed,
and thing, requisite and necessary in the premises; as
fully, to all intents and purposes, as I might or could do,
if this assignment had not been made; with full power of
substitution and revocation, hereby ratifying and confirm-
ing all that my said attorney or his substitute may law-
fully do or cause to be done, in the premises, by virtue
hereof.

In witness whereof, &c. [*as in No.* 22].

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* The schedules should state the assignment to which they belong, and be dated and signed by the parties, for the purpose of identification.

NOTE.—In the State of New York the assignment must be acknowledged before some officer authorized, and the consent of the assignee must be manifested either by an endorsement at the end

thus—"I hereby accept the trust created by the above instrument and agree to perform the same.

Dated August 10th, 1887, RICHARD ROE (with acknowledgement of execution) or, by incorporating the following clause in the assignment and the assignee joining in the execution and acknowledgement thereof. "The party of the second part doth hereby accept the trust created and in him reposed by these presents; and doth for himself, his heirs executors and administrators hereby covenant and agree to and with the said party of the first part, his executors, administrators and assigns that he the said party of the second part will honestly and faithfully and without delay execute the same according to the best of his skill knowledge and ability.'"

In N. Y. employees (for wages) are to be preferred in distribution of assets before other creditors and by laws of 1887, preferences are forbidden, beyond one third of the estate remaining after payment of employees and expenses.

No. 31.—Assignment by a Firm for the Benefit of Preferred Creditors.

This Indenture, made this *first* day of *July*, in the year one thousand eight hundred and *eighty-seven* between JOHN DOE and RICHARD DOE, of the *city* of *Philadelphia*, in the county of *Philadelphia*, and state of *Pennsylvania*, copartners, known as, and doing business under the name, style, or firm, of JOHN DOE and BROTHER, of the first part, and JAMES SMITH, of the *city* of *Philadelphia aforesaid*, of the second part:

WHEREAS, the said firm or copartnership are justly indebted in sundry dues and considerable sums of money, and have become unable punctually to pay and discharge the same, and are desirous of making a fair, just, and equitable distribution of all their property and effects among their creditors—

Now therefore, this Indenture witnesseth, that the said parties of the first part, in consideration of the premises and of the sum of *one* dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, covenanted released, sold, assigned, transferred, and set over, and by these presents do grant, bargain, covenant, release, assign, transfer, and set over, unto the said JAMES SMITH, of the second part, and to his successors and assigns forever, all and singular the lands, tenements, hereditaments, and appurtenances, situate, lying and being within the state of

Pennsylvania; and all goods, wares, merchandise, chattels, notes, bills, bonds, judgments, evidences of debt, securities and vouchers for and affecting the payment of money, claims, demands, things in action, and property of every name and nature whatsoever, of and belonging to the said parties of the first part (and which are more particularly and fully enumerated and described in the schedule hereto annexed, marked "*Schedule A*"). **To have and to hold** the same and every part and parcel thereof with the appurtenances thereunto belonging, to the said party of the second part, his successors, and assigns:

I trust, nevertheless, for and upon the following uses and purposes, namely: the said party of the second part to take possession of all and singular the lands, tenements, and hereditaments, property and effects, hereby assigned, and sell and dispose of the same with all reasonable diligence either at public or private sale and for the best prices that can be obtained therefore, for the interest of all the parties concerned, and convert the same into cash; and to collect all and singular the said notes, bills, bonds, judgments, evidences ofdebt, securities, claims, demands, things in action, and property, or so much thereof as may prove collectible, and thereupon execute, acknowledge, and deliver, all conveyances, receipts, and instruments, necessary and proper in the premises, for the purposes aforesaid. And by and with the avails and proceeds of such sales and collections to pay or cause to be paid—

First, all the just and reasonable expenses, costs, commissions, and charges, of executing and carrying out the objects of this assignment; and all rents, assessments, and taxes, due or to become due on the lots, lands, tenements, and hereditaments, aforesaid, until the same shall be sold and disposed of according to this assignment.

Secondly, to pay and discharge in full the several and respective debts, notes, bonds, obligations, and sums of money due or to grow due from the said parties of the first part, or for which they are jointly liable to the said party of the second part, and the several other persons and firms specified in the schedule hereto annexed, marked "*Schedule B;*" together with all interest-moneys now due or to grow due thereon; and if the said proceeds and avails shall not be sufficient to pay and discharge the same in full, then such proceeds and avails shall be distributed *pro rata*

among the said several persons and firms named in Schedule B aforesaid, in proportion to the amount of their respective claims.

Thirdly, to pay and discharge all the other copartnership debts, demands, and liabilities whatsoever, now existing, whether now due, or hereafter to become due, provided that there be sufficient funds for that purpose; and should they prove insufficient, then the same shall be applied *pro rata* to the payment of such debts, demands, and liabilities, in proportion to their respective amounts.

Fourthly, to pay and discharge all the private and individual debts of the parties of the first part, or either of them, whether now due or to grow due, provided there be sufficient funds for that purpose; and should they prove insufficient, then the same to be applied *pro rata* to the payment of the said debts in proportion to their respective amounts.

Lastly, to return the full surplus of the said proceeds and avails, if any there shall be, to the said parties of the first part, their executors, administrators, and assigns.

And for the better execution of these presents, and of the several trusts hereby reposed, the said parties of the first part do hereby nominate, constitute, and appoint, the said party of the second part, their and each of their true and lawful attorney, irrevocable, with full power and authority to do, transact, and perform all acts, deeds, matters, and things, which are or may be necessary in the premises, as fully and completely as they, the said parties of the first part, or either of them, might or could do, were these presents not executed; with full power of substitution and revocation, hereby ratifying and confirming all and every thing whatsoever that our said attorney or his substitute shall lawfully do or cause to be done in the premises.

In witness whereof, &c.

Sealed and delivered in the presence of JOHN SMITH, PETER JONES.	JOHN DOE (*seal*). RICHARD DOE (*seal*).

No. 32.—Assignment of the Partnership Property by one Partner to the other to wind up the Concern.

This Indenture, made this *tenth* day of *October*, one thousand eight hundred and *eighty-seven*, between JOHN DOE, of *Concord*, in the county of *Merrimack*, and state of *New Hampshire*, and RICHARD ROE, of the *same place*.

WHEREAS, a copartnership has heretofore existed between the said JOHN DOE and RICHARD ROE, under the style and name of DOE and ROE, which said copartnership has been this day dissolved by mutual consent:

Now, therefore, this Indenture witnesseth, that the said JOHN DOE has sold, assigned, transferred, and set over, and by these presents does sell, transfer, assign, and set over, unto the said RICHARD ROE, his half part of all the goods, wares, merchandise, property, and effects, and stock in trade, belonging to the said copartnership, and also all the accounts, notes, bills, bonds, things in action, claims and demands due and owing to the said firm.

To have and to hold the same unto himself and his assigns, in trust to sell the said property and effects in such manner as he may think proper, but not on a longer credit than *ninety days*, and to collect, demand, sue for, and receive, all sums of money due or to become due upon the said bills, notes, bonds, accounts, claims, and demands; and with the moneys thus collected, realized, and obtained, to pay off and discharge all the debts and obligations of the said firm, if the same shall be sufficient therefor; and of the balance, if any there shall be, after satisfying all the claims and demands against the firm, to pay over the one half part to the said JOHN DOE or his legal representatives.

And the said JOHN DOE doth hereby make, constitute, and appoint the said RICHARD ROE, his true and lawful attorney, irrevocable, in the name of the late firm or otherwise, to sell the said property and effects of the late firm, and all the interest of the said JOHN DOE in and to the same; and also ask, demand, sue for, collect, and receive, any and all debts, claims, and demands, due or to become due and owing to the said late firm, to compound the same and prosecute suits for the recovery thereof in his discretion; to defend any and all suits that may be brought against

the said firm; to make, execute, deliver, and acknowledge, all necessary deeds, conveyances, releases, receipts and discharges, in the premises, and generally to do any and every act and thing requisite and necessary to secure a full, entire, complete, and speedy settlement of all the business and affairs of the late firm of DOE and ROE, hereby ratifying and confirming any and everything which the said RICHARD ROE may lawfully do in the premises.

And the said RICHARD ROE, for himself, his heirs, executors, and administrators, covenants with the said JOHN DOE, his heirs, executors, and administrators, that he will sell the aforesaid property to the best of his ability, and for the best price he can obtain therefor; and will use all diligence to collect all the debts, claims, and demands, due the said late firm, and that he will faithfully apply the proceeds of such sales and claims in accordance with the above-recited trust.

And the said JOHN DOE, for himself, his heirs, executors, and administrators, covenants with the said RICHARD ROE, that if, after the entire proceeds of said property and effects, claims and demands, of the said late firm, have been faithfully applied to the payment of the debts, liabilities, and obligations, of the said late firm, there shall remain any debt or liability unsatisfied, that then he, the said JOHN DOE, his heirs, executors, or administrators, will pay and satisfy the moiety or one half part of any and every such debt or liability; and the said RICHARD ROE, his heirs, executors, administrators, from the one half part thereof save harmless and keep indemnified.

In witness whereof, &c. [*as in No.* 25].

PATENTS, COPYRIGHTS AND TRADE-MARKS.

A PATENT is a grant by the United States of an exclusive right to manufacture and sell an invented article for a limited period.

The invention must be new and useful, to entitle an inventor to a patent. If merely an application of an old invention, the patent will not be granted, or if patented or described in any printed publication in this or any foreign country before his invention or discovery thereof, and if in

public use or on sale for more than two years prior to his application, the applicant cannot obtain a patent.

The patent is generally issued to the original inventor himself. If he dies, his executor or administrator may make the application, and take out the patent in his own name. It may also in case of assignment before the issue of the patent be issued directly to the assignee.

Aliens can have their inventions patented in the United States.

A patent, is good for seventeen years. After that time, the invention is free to the public.

No patent granted after March 2, 1861, can be extended except by act of Congress.

A foreign inventor can obtain a patent here only for the unexpired period which his foreign patent has to run.

The duration of a design patent may be for the term of three and a half, seven, or fourteen years.

Applications for a patent must be made to the Commissioner of Patents. A complete application comprises the petition, specification, oath, and drawings, and the model or specimen when required, and the first fee of $15. All papers, etc., should be deposited in the office at the same time. The application will not be placed upon the files for examination until all the parts, except the model or specimen, are received. A delay of two years after filing the petition in completing the application acts as an abandonment.

The petition must be duly signed by the applicant and addressed to the Commissioner of Patents, stating the name and residence of the petitioner, and requesting the grant of a patent for the invention.

The specification is a written description of the invention or discovery, and of the manner and process of making and using it. It should contain, 1st. Preamble, giving the name and residence of the applicant, the title of the invention; and if it has been patented in any country, name of the country or countries in which it has been so patented, giving the date and number of each patent. If it has no number it will be so stated under oath. 2d. The object and nature of the invention. 3d. Brief description of the drawings, showing what each view represents. 4th. Full description explaining the alleged invention, and the manner of constructing, practicing, and using it. 5th. Claim or

claims. 6th. Signature of inventor. 7th. Signatures of two witnesses.

The claim requires great care, and skill to draw it properly. It is a clear and accurate statement of what is original.

Whenever through accident, or mistake, without any fraudulent intention, the claim embraces more than the inventor was the original discoverer of, the patent remains good for what is original, provided the inventor files in the Patent Office a "disclaimer" of what he was not entitled to claim. The disclaimer must be in writing attested by witnesses.

The applicant must make oath or affirmation, that he believes himself to be the original and first discoverer of that for which he solicits a patent, and that he does not know, and does not believe that the same was ever before known or used. He must state of what country he is a citizen, and where he resides. The form of the oath is slightly changed when the application is made by an executor or administrator. He must also furnish a drawing of his invention, where it admits of it. It must be signed by the inventor, and attested by two witnesses. It should show every feature of the invention covered by the claims.

If the examiner finds a model necessary, he must file a written certificate to that effect, and the applicant must furnish one. It must exhibit every feature of the machine which forms the subject of claim. A working model is often desirable.

When the invention or discovery is a composition of matter, the applicant, if required by the Commissioner, must furnish specimens of the composition. Where the article is not perishable, a specimen of the composition claimed, put up in proper form to be preserved, must be furnished.

Amendments may be made before or after the first rejection, and as often as there are any reasons offered for the rejection of the application. The amendments are written on separate pieces of paper.

When a design can be sufficiently represented by a drawing or photograph, a model will not be required. Wherever a photograph or an engraving is employed it must be mounted upon Bristol board, 10x15 inches in size, and properly signed and witnessed. The applicant will be required

to furnish ten extra copies of such photograph or engraving (not mounted) of a size not exceeding seven and a half inches by eleven.

A re-issue is granted when the original patent is void by reason of a defective or insufficient specification, or from excessive claim, provided the error arose from inadvertence, accident or mistake, and without fraudulent intention.

There must be filed with the petition for a re-issue, a statement setting forth the defects of the specification, and an oath that the errors arose without any fraudulent intention.

Appeals may be taken by applicants from the decision of the examiners to the examiners-in-chief, then to the Commissioner, and then to the Supreme Court of the District of Columbia, and the Supreme Court of the United States.

A caveat is a notice given to the Patent Office by an inventor of his claim to an invention he has not matured or finished, in order to prevent the grant of a patent to another for the same or a similar invention without notice.

Any citizen of the U. S., or an alien who has been a resident for one year, may file a caveat. The caveat should set forth the object and characteristics of the invention, and pray protection of the caveator's right, until he has matured his invention. The paper is filed in the confidential archives, and preserved in secrecy. The caveat must comprise a specification, an oath, and a drawing, if possible.

The caveat continues in force for one year, and may be renewed by payment of a second fee of ten dollars. If, within the year, any application is filed interfering with such caveat, notice is given to the caveator to file a complete application within three months.

The purchaser of a patented article is entitled to use it, and may repair it if necessary. But cannot make another like it. He can sell it, even in a territory for which another has taken an assignment of the patent, or of an exclusive right to sell.

During the period for which the patent is granted, no one but the inventor and his assigns have a right to manufacture and sell the patented article.

The only method of relief against an infringer is an

action in the United States Circuit Courts. The patentee can obtain an injunction compelling the infringer to stop the manufacture and sale, and to account for the profits already made.

"Nearly all the fees payable to the Patent Office are required by law to be paid in advance—

SCHEDULE OF FEES AND PRICES OF THE PATENT OFFICE.

On filing each original application for a design patent for three years and six months	$10 00
On filing each original application for a design patent for seven years	15 00
On filing each original application for a design patent for fourteen years	30 00
On allowance of an application for a design patent, no further charge.	
On filing each caveat	10 00
On filing each original application for a patent	15 00
On allowance of an original application for a patent, except in design cases	20 00
On filing each disclaimer	10 00
On filing every application for the re-issue of a patent	30 00
On filing each application for a division of a re-issue	30 00
On allowance of an application for the re-issue of a patent, no further charge.	
On filing every application for an extension of a patent	50 00
On the granting of every extension of a patent	50 00
On filing an appeal from a primary examiner to the examiners-in-chief	10 00
On filing an appeal from the examiners-in-chief to the Commissioner	20 00
For manuscript copies of records in the English language, for every one hundred words or fraction thereof	10
If certified, for the certificate additional	25
For copies of drawings not in print, the reasonable cost of making them.	
For uncertified copies of the specifications and accompanying drawings of all patents which are in print:	
Single copies	25
Twenty copies or more, whether of one or several patents, per copy	10
For twenty coupon orders, each coupon good until used for one copy of a printed specification and drawing	2 00
For certified copies of patents, whether in manuscript or in print:	
For the specification, for every one hundred words or fraction thereof	10
For the drawings, if in print	25
For the drawings, if not in print, the reasonable cost of making them, as above.	
For the certificate	25
For the grant	F

For certifying to a duplicate of a model	50
For abstracts of title to patents or inventions:	
For the certificate of search	1 00
For each brief from the digests of assignments . . .	20
For copies of matter in any foreign language, for every one hundred words or fraction thereof	20
For translation, for every one hundred words or fraction thereof	50
For recording every assignment, agreement, power of attorney, or other paper, of three hundred words or under	1 00
For recording every assignment, agreement, power of attorney, or other paper of over three hundred words and under one thousand words	2 00
For recording every assignment, agreement, power of attorney, or other paper of over one thousand words . .	3 00

COPYRIGHT.

Copyright is the exclusive right which may be obtained by an author or publisher to print and sell copies of his work for a limited period.

A copyright may be obtained for any book, map, or chart, dramatic or musical composition, engraving, cut, print, photograph, or negative thereof or of a painting, drawing, chromo, statue, statuary and of models and designs intended to be perfected as works of the fine arts.

The name of a newspaper cannot be copyrighted, but may be registered and protected as a trade-mark.

The author, inventor, designer, or proprietor of anything subject to copyright, or the executors, administrators, or assigns of such persons may apply for a copyright. No one who is not a citizen of the U. S., or resident therein, can obtain a copyright.

The right conferred is the sole liberty of printing, reprinting, publishing, completing, copying, executing, furnishing and vending the book, map, etc., and in case of a dramatic composition, of publicly performing or representing it, or causing it to be performed or represented by others.

Authors may reserve the right to dramatize or translate their own works.

Copyrights are granted for the term of twenty-eight years. At the expiration of this period, the author, if still living, or his widow or children, if he is dead, may have the copyright extended for the further term of fourteen

years. The application for renewal must be made within six months after the original copyright expires. The steps to be taken are the same as in the case of the original copyright, except that within two months after the renewal a copy of the record must be printed in one or more newspapers published in the U. S. If this is not done, other persons cannot be sued for infringement.

The steps necessary for obtaining a copyright are as follows: The applicant must, before publication, deliver at the office of the Librarian of Congress, or deposit in the mail addressed to the Librarian of Congress, at Washington, D. C., a printed copy of the title of the book or other article or a description of the painting, drawing, chromo, statue, statuary, etc., for which a copyright is desired. Within ten days after publication he must deliver or send by mail two copies of such copyright book, or other article, or in case of a painting, drawing, statue, statuary, etc., a photograph of the same. The Librarian records the name of the book, or article, in a book kept for that purpose, for which he is entitled to a fee of fifty cents. The copyright is then complete.

Failure to deliver or deposit in the mail, either of the published copies, or description, or photograph makes the proprietor liable to a penalty of $25, recovered of him by an action in any district court of the U. S. Such an omission does not make the copyright void.

Notice of copyright must be given by inserting in each of the copies of every edition published, on the title page, or the page immediately following, if it be a book, or if a map, chart, musical composition, etc., by inscribing upon some visible portion thereof the words, "Entered according to act of Congress, in the year 18—, by—in the office of the Librarian of Congress, at Washington;" or these words at his option: "Copyrighted, 18—, by—." Every person who inserts such a notice, in or on any book, etc., for which a copyright has not been obtained, is liable to a penalty of $100, one-half for the person who may sue for such penalty, and one-half to the use of the U. S.

Any person who prints, publishes, or imports, or sells, or exposes to sale a copy of any copyrighted book forfeits every copy thereof to the proprietor of the copyright, and is liable to pay him whatever damages may be recovered in a civil action.

In the case of maps, musical compositions, engravings, etc., the infringer forfeits all the plates, and sheets either copied or printed, and also one dollar for every sheet found in his possession; and in case of a painting, statue, or statuary, ten dollars for every copy so found.

The consent of the owner of the copyright may be obtained by an instrument in writing, signed by him in the presence of two or more witnesses.

Any person publicly performing any dramatic composition for which a copyright has been obtained, without the consent of the owner or his heirs or assigns, is liable for damages not less than $100 for the first, or $50 for any subsequent performance. Dramatic compositions are also protected independent of copyright.

A copyright may be assigned by any instrument in writing. The assignment must be recorded in the office of the Librarian of Congress within sixty days after its execution. Otherwise it is void as against any subsequent purchaser or mortgagee for a valuable consideration without notice.

TRADE-MARKS.

A trade-mark is a name or device used by the manufacturer, proprietor, or seller of goods to indicate that they are made by him, or that he has the exclusive right to sell them. They frequently have great value, and secure to the owner the profits arising from the sale of the goods bearing the mark. A foreigner can claim protection for his trade-mark in the U. S. as well as a citizen. It is unnecessary to take any special steps to secure a trade-mark, as in the case of a patent or a copyright.

It should be registered in the patent office at Washington, which is done as follows:

1. By recording in the patent office the names of the parties and their residences and places of business, who desire the protection of the trade-mark.

2. The class of merchandise by which the trade-mark is intended to be appropriated.

3. A description of the trade-mark itself, with fac-similes thereof and the mode in which it has been, or is intended to be, applied and used.

4. The length of time, if any, during which the trade-mark has been used.

5. The payment of a fee of $25, in the same manner, and purpose as the fee required for patents.

6. The compliance with such regulations as may be prescribed by the Commissioner of Patents.

7. The filing of a declaration under the oath of the person, or of a member of the firm, or officer of the corporation, that the party claiming protection for the trade-mark has a right to its use, and that no other person, firm or corporation has the right to such use, either in the same form, or having such near resemblance as might be calculated to deceive, and that the description and fac-similes presented for record are true copies of the trade-mark sought to be protected.

Trade-marks remain in force thirty years. The forms of application are furnished by the Patent Office when requested.

Prints and labels may also be registered on payment of a fee of six dollars. The registration continues in force twenty-eight years.

A valid trade-mark may consist of the name of the manufacturer, but he cannot prevent another person of the same name from using it on goods of his own.

The trade-mark may be any device, emblem or symbol not already in use, which may be selected.

The name of the place where the goods are manufactured is a good trade-mark.

Words which denote the quality, nature, kind, description, composition, etc., of an article, do not constitute a good trade-mark, because language cannot be appropriated by one individual. Such words as "superior," "superfine," etc., cannot be protected. Every one has the right to use them.

Fraud or dishonesty, as an attempt to mislead the public as to the quality or maker of the goods, or any misrepresentations in the label, will make void a trade-mark in other respects good. The courts refuse to protect such a trade-mark, or to enjoin other persons from its use.

A trade-mark is a property-right and is the subject of sale. There must be no circumstances, however, which would lead the public to believe that the original owner was still the manufacturer or seller of the goods. The sale of a business usually carries with it the exclusive right to use the trade-mark, even if no express contract is made.

Any person who uses on his own goods the trade-mark of another, for the purpose of taking advantage of the other's reputation, can be compelled to stop such use and sale of the goods so marked, and to account to the owner of the trade-mark for the profits made. It is not necessary to constitute infringement that the same identical mark be used. A merely colorable imitation, or a resemblance so close as to deceive or to cause a superficial observer to take one for the other, is an infringement.

No. 33.—Form of Petition.

To the Commissioner of Patents:

Your petitioner JAMES SMITH, a citizen of the United States, residing at *Poughkeepsie*, in the County of *Dutchess*, and State of *New York*, prays that letters patent be granted to him for the improvement in [subject of invention], set forth in the annexed specifications.

JAMES SMITH.

No. 34—Petition for Re-issue.

To the Commissioner of Patents:

Your petitioner JOHN BROWN, a citizen of the United States, residing at *Boston* in the County of *Suffolk*, and State of *Mass.*, prays that he may be allowed to surrender the letters patent for an improvement in force-pumps, granted to him *May* 10, 1887, whereof he is now sole owner, and that letters patent may be re-issued to him, for the same invention upon the annexed amended specification. With this petition is filed an abstract of title duly certified, as required in such cases.

JOHN BROWN.

No. 35.—Caveat.

The petition of RICHARD ROE, a citizen of the United States, residing at *Buffalo*, in the County of *Erie*, and State of *New York*, represents:

That he has made certain improvements in cotton-gins, and that he is now engaged in making experiments for the purpose of perfecting the same, preparatory to applying

for letters patent therefor. He therefore prays that the subjoined description of his invention may be filed as a caveat in the confidential archives of the Patent Office.

No. 36.—Oath.

[To follow specification.]

STATE OF *New York*, }
COUNTY OF *Erie*. }

RICHARD ROE, the above named petitioner, citizen of *Buffalo*, and resident of *Buffalo*, in the County of *Erie*, and State of *New York*, being duly sworn, deposes and says that he verily believes himself to be the original and first inventor of the improvement in the force-pumps, described and claimed in the foregoing specification; that the same has not been patended to himself, or to others, with his knowledge or consent; that the same has not to his knowledge been in public use or on sale in the United States for more than two years prior to this application, and does not know and does not believe that the same was ever known or used prior to his invention thereof.

RICHARD ROE.

Sworn to and subscribed before me this 10th day of *June*, 1887. } JOHN DOE, Notary. (Seal.)

No. 37.—Specification.

To all whom it may concern:

Be it known that I RICHARD ROE, of *New York*, in the county of *New York*, in the State of *New York*, have invented a new and improved mode of preventing steam boilers from bursting; and I do hereby declare that the following is a full and exact description thereof, reference being had to the accompanying drawings and to the letters of reference marked thereon.

The nature of my invention consists in providing the upper part of a steam boiler with an aperture in addition to that for the safety-valve, which aperture is to be closed by a plug or disk of alloy which will fuse at any given degree of heat, and permit the steam to escape should the safety-valve fail to perform its functions.

To enable others skilled in the art to make and use my

invention, I will proceed to describe its construction and operation. I construct my steam boiler in any of the known forms, and apply thereto gauge-cocks, a safety-valve and the other appendages of such boilers; but, in order to obviate the danger arising from the adhesion of the safety-valve, and from other causes, I make a second opening in the top of the boiler, similar to that made for the safety-valve, as shown at A, in the accompanying drawing, and in this opening I insert a plug of disk of fusible alloy, securing it in its place by a metal ring and screws, or otherwise. In general, I compose this fusible metal of a mixture of lead, tin and bismuth, in such proportions as will insure its melting at a given temperature, which must be that to which it is intended to limit the steam; it will, of course, vary with the pressure the boiler is intended to sustain.

I surround the opening containing the fusible alloy by a tube B, intended to conduct off any steam which may be discharged therefrom.

When the temperature of the steam in such a boiler rises to its assigned limit, the fusible alloy will melt and allow the steam to escape freely, thereby securing it from all danger of explosion.

What I claim as my invention, and desire to secure by letters patent, is the application to steam boilers of a fusible alloy, which will melt at a given temperature and allow the steam to escape, as herein described, using for the purpose the aforesaid metallic compound, or any other substantially the same, and which will produce the intended effect. RICHARD ROE.

Witness JOHN DOE.

No. 38.—Disclaimer.

To the Commissioner of Patents:

Your petitioner, JOHN DOE, a citizen of the United States, residing at *Trenton*, in the County of *Mercer* and State of *New Jersey*, represents that in the matter of a certain improvement in printing presses, for which letters patent of the United States, No, 75,000, were granted to RICHARD ROE, on the 12th day of *June*, 1887, he is [here state interest of disclaimant], and that he has reason to believe that,

through inadvertence, the specification and claim of said letters patent are too broad, including that of which said patentee was not the first inventor. Your petitioner, therefore, hereby enters his disclaimer to that part of the claim in said specification which is in the following words, to-wit:

"I also claim the sleeves, A B, having each a friction-cam, C, and connected respectively by means of chains or cords, K L and M N, with an oscillatory lever to operate substantially as herein shown and described."

Witness RICHARD ROE. JOHN DOE.

No. 39—Assignment of a Patent-Right.

Whereas I, JOHN DOE, of *Greenfield*, in the county of *Franklin*, and State of *Massachusetts*, did obtain letters patent of the United States for certain improvements in *clocks*, which letters-patent bear date the *first* day of *April*, one thousand eight hundred and *eighty-seven*, and whereas, RICHARD ROE, of *Portsmouth*, in the county of *Rockingham*, and State of *New Hampshire*, is desirous of purchasing from me all the right, title, and interest, which I have in and to the said invention, in consequence of the grant of letters patent therefor:

Now this Indenture witnesseth, that for and in consideration of the sum of *one thousand* dollars, lawful money of the United States, to me in hand paid, the receipt whereof is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell and set over, unto the said RICHARD ROE, all the right, title, and interest, which I have in the said invention, as secured to me in the said letters patent [for, to, and in the several states of *Ohio* and *Michigan*, and in no other place or places]:

The same to be held and enjoyed by the said RICHARD ROE, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which the said letters-patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

In testimony whereof, I have hereunto set my hand and

affixed my seal, this *first* day of *October*, one thousand eight hundred and *eighty-seven*.

JOHN DOE *(seal)*.

Sealed and delivered in presence of
JOHN SMITH,
JOHN STONE.

This form can be used for the assignment of a partial right in a patent, by *omitting* the words (in the first paragraph) "purchasing from me all the right, title, and interest, which I have in and to the said invention, in consequence of the grant of letters patent therefor," and *inserting* the words "acquiring an interest therein," and by *adding* the words in brackets.*

AFFIDAVIT.

AN *affidavit* is a written statement, subscribed by the party making it, and sworn to or affirmed before the proper officer.

A *deposition* is the testimony of a witness under oath, reduced to writing.

No. 40.—Form of Affidavit.

State of *Illinois*,
County of *Kane*, } to wit:

JOHN DOE, of the town of *Geneva*, in the *county aforesaid*, being duly sworn, says [*here state the facts*], and further says not.

JOHN DOE.

Sworn to this *tenth* day of *October*, A. D., 1887,
before me, JOHN JONES,
Commissioner of Deeds.

If the matters embraced in the affidavit are not within the deponent's own knowledge, but have been communicated to him by others in whose assertion he places confidence, the affidavit should be in this form:—

* This assignment must be recorded in the patent-office within three months from the date of the same, but if recorded after that time it will protect the assignee against any one purchasing after date of recording.

State of *Illinois*,
County of *Kane*, } to wit:

JOHN DOE, of the *town* of *Geneva*, in the *county aforesaid*, being duly sworn, says that he has been informed, and believes it to be true, that [*here insert what he has been informed of*]; and further says not.

JOHN DOE.

Sworn to this *tenth* day of *October*, A. D. 1887,
before me, JOHN JONES,
Commissioner of Deeds.

BILLS OF EXCHANGE.

A *bill of exchange* is a written request from one person to another, desiring him to pay a sum of money to a third person, absolutely and at all events. They are seldom used except in drawing upon a person who is abroad in a foreign country.

The person who draws the bill is called the *drawer;* the person on whom it is drawn is called the *drawee.* After the drawee has accepted the bill, he is called the *acceptor.*

A bill or note drawn payable to order must have the name of the person to whose order it is made payable written on it before it can be negotiated to a third person; and he whose name is thus written on it is liable to pay the bill or note, if not paid, and he have due notice of the same.

In accepting a bill of exchange or draft, write the word "accepted," together with the date when accepted, and the name of the party or firm accepting, across the face or on the back of the bill or draft.

Acceptance acknowledges the genuineness of the signature of the drawer; and the acceptor would be liable to a holder in good faith, although the signature of the drawer were a forgery.

When a bill is drawn payable so many days after sight, it should be presented for acceptance on the next day after it is received. If you keep the bill without presenting it for acceptance, to the injury of the drawer, you must bear the loss yourself.

The drawee of a bill has twenty-four hours' time with-

which to make up his mind whether he will accept the bill; but if he refuses to return it after the expiration of that time, he is to be considered as having accepted it.

If the drawee refuses to accept a bill presented for acceptance, or to pay a bill presented for payment, it should be immediately protested, and notice sent to all the endorsers on the bill; otherwise the endorsers will not be liable.

Three days of grace, as they are called, are allowed on bills of exchange that are not drawn payable at sight; that is, they are not due until the third day after the time mentioned in the bill. If the third day happens to fall on Sunday, they are then due the day before, that is, on Saturday.

A bill drawn at sight is payable on presentation: at least it is advisable to protest it first for non-payment, and then demand acceptance; and if acceptance is refused, protest it also for non-acceptance.

A person becoming surety for a note or bill of exchange, should be notified of its non-payment in the same manner as an endorser. A check ought to be presented for payment within twenty-four hours of the time of receiving it.

If the drawer of a check payable on demand have no funds in the bank at the time it is drawn, it is a fraud.

The holder of a check is not obliged to accept part payment thereof, although tendered by the bank: he has a right to have the whole, and may decline any less sum.

If the drawee of a bill or maker of a note be out of the state or at sea, the same must be presented at his usual place of business, or at his place of residence, unless some other place is specified therein.

Any material alteration of a bill of exchange, drafts, &c. —such as an alteration in the date, in the amount, or the time of payment—discharges all the parties thereto who do not assent to the making of the alteration.

No. 41.—Set of Foreign Bills of Exchange.

No. 100. *New York, October 10th,* 1887.

Exchange for £1000.

Ten days after sight of this *First* of Exchange (second and third unpaid), pay to the order of JOHN DOE, *one thou-*

sand pounds sterling, value received, and charge the same without further advice, to account of

Your obedient servant,
RICHARD ROE.

To PETER JONES,
Liverpool.

No. 41.—Set of Foreign Bills of Exchange.

No. 100. *New York, October* 10*th*, 1887.
Exchange for £1000.

Ten days after sight of this *Second* of Exchange (first and third unpaid), pay to the order of JOHN DOE, *one thousand* pounds sterling, value received, and charge the same without further advice, to account of

Your obedient servant,
RICHARD ROE.

To PETER JONES,
Liverpool.

No. 41.—Set of Foreign Bills of Exchange.

No. 100. *New York, October* 10*th*, 1887.
Exchange for £1000.

Ten days after sight of this *Third* of Exchange (first and second unpaid), pay to the order of JOHN DOE, *one thousand* pounds sterling, value received, and charge the same without further advice, to account of

Your obedient servant,
RICHARD ROE.

To PETER JONES,
Liverpool.

No. 42.—Ordinary Bill of Exchange or Draft at a Certain Time after Sight.

$250 :: *New Orleans, Sept.* 12*th*, 1887.

Ten days after sight,* pay to the order of JOHN JONES, *two hundred and fifty* dollars, value received, and charge the same to account of

To RICHARD ROE,
Detroit,
Michigan.

Yours, &c.,
JOHN DOE,
New Orleans, La.

* For a bill payable *at sight*, instead of the words, "ten days after sight," insert "at sight." A check made payable to *order* must be endorsed before used.

No. 43.—Bill or Draft at a Certain Time after Date.

$110.$\frac{25}{100}$. *Chicago, July 10th,* 1887.

Twenty days after date, pay to the order of JAMES SMITH, *one hundred and ten* $\frac{25}{100}$*th* dollars, value received and charge the same to account of,

To RICHARD ROE,
Buffalo,
New York.

Yours, &c.,
JOHN DOE,
Chicago, Ill.

No. 44.—Check or Draft on a Bank.

No. 50. *New York, May 14th,* 1887.

THE PRINTERS' BANK, pay to C. C. Savage, or bearer, *four hundred and twenty dollars.*

$420: : H. PHELPS.

BILLS OF SALE AND CHATTEL MORTGAGES.

A *bill of sale* is a written instrument, transferring the ownership of personal property therein mentioned from one person to another.

The things included in the bill of sale should be delivered into the entire and continued possession of the purchaser; else the sale will be presumed to be fraudulent as to the creditors of the vendor.

A *chattel mortgage* is a written instrument, transferring the ownership of personal property therein mentioned conditionally. The usual condition is, that it is to become the property of the one to whom it is mortgaged, if the mortgager fail to make payment of money in the manner specified in the mortgage.

As to the validity and registering of these mortgages, see the Special State Laws.

No. 45.—General Form of Bill of Sale.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Detroit,* in the county of *Wayne,* and state of *Michigan,* of the first part, for and in consideration of the

sum of *five hundred* dollars, lawful money of the United States, to me in hand paid, at or before the ensealing and delivery of these presents, by RICHARD ROE, of the *same place*, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said party of the second part, his executors, administrators, and assigns, *one dark-bay colt, sixteen hands high, one single harness, one light single wagon, one cow, two pigs, and three geese.* **To have and to hold** the same unto the said party of the second part, his executors, administrators, and assigns, for ever.

And I do for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, to warrant and defend the sale of the said *goods and chattels* hereby sold unto the said party of the second part, his executors, administrators, and assigns, against all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this *first* day of *July*, one thousand eight hundred and *eighty-seven.*

JOHN DOE (*seal*).

Sealed and delivered in the presence of
JOHN SMITH,
PETER JONES.

No. 46.—Bill of Sale of Horse, with Warranty.

Know all Men by these Presents, that I, JOHN DOE, of *Racine*, in the county of *Racine*, and state of *Wisconsin*, of the first part, for and in consideration of the sum of *one hundred and fifty* dollars, lawful money of the United States, to me in hand paid at or before the ensealing and delivery of these presents, by RICHARD ROE, of the *same place*, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto the said RICHARD ROE, his executors, administrators, and assigns, *one dark-bay* horse, *with a white star in the forehead, and a black mane and tail.* **To have and to hold** the same unto the said RICHARD ROE, his executors, administrators, and assigns, for ever.

And I do hereby warrant the said horse to be sound in every respect, to be free from vice, to be well broken, and kind and gentle in single and in double harness, and under

the saddle; and I covenant for myself, my heirs, executors, and administrators, with the said RICHARD ROE, to warrant and defend the sale of the said horse unto the said RICHARD ROE, his executors, administrators, and assigns, against all and every person and persons, lawfully claiming or to claim the same, whomsoever.

In witness whereof, I have hereunto set my hand and seal, this *fifth* day of *July*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
PETER PEPPER,
JOHN STONE.

No. 47.—Bill of Sale of Registered or Enrolled Vessel.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *San Francisco*, in the state of *California*, owner of the *ship or vessel* called the *America*, of the burden of *one thousand* tons or thereabouts, now lying at the port of *Sacramento*, in the *state aforesaid*, for and in consideration of the sum of *fifty thousand* dollars, lawful money of the United States, to me in hand paid by RICHARD ROE, of the *place first aforesaid*, at or before the ensealing and delivery of these presents, the receipt whereof I hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain, and sell, unto the said RICHARD ROE, his executors, administrators, and assigns, all the hull or body of the said *ship or vessel*, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessities thereunto appertaining and belonging; the certificate of the registry *or enrolment* of which said *ship or vessel* is as follows, to wit [*here copy the whole of the certificate of registry or enrolment.*] **To have and to hold** the said *ship or vessel*, and appurtenances thereunto belonging, unto the said RICHARD ROE, his executors, administrators, and assigns, to his and their proper use, benefit, and behoof, forever.

And I, the said JOHN DOE, for myself, my heirs, execu-

tors, and administrators, do covenant with the said RICHARD ROE, his executors, administrators, and assigns, that I am the sole, true, and lawful owner of the said ship *America*, and her appurtenances; and that I have full power, good right, and lawful authority, to sell and dispose of the said ship and her appurtenances in manner aforesaid. And I do further covenant, for myself, my heirs, executors, and administrators, that I, the said ship *America* and her appurtenances, as aforesaid, against the lawful claims of all persons whomsoever, claiming or to claim the same, will forever warrant and defend.

In witness whereof, I have hereunto set my hand and seal, this *first* day of *July*, one thousand eight hundred and *eighty-seven*.

JOHN DOE *(seal)*.

Sealed and delivered in the presence of
JOHN SMITH,
JOHN JONES.

No. 48.—Form of Chattel Mortgage.

To all to whom these Presents shall come, KNOW YE that JOHN DOE, of *Princeton*, in the county of *Mercer*, and state of *New Jersey*, of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of *one* dollar to me duly paid by RICHARD ROE, of the *city* of *Trenton*, in the county of *Mercer*, and state of *New Jersey*, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, and sell, unto the said party of the second part, *all my household furniture*, and all other goods and chattels mentioned in the schedule hereunto annexed,* and now in the *house in which I reside in the town aforesaid.* **To have and to hold** all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the

* Annex a schedule, specifying all the articles mortgaged, adapted to the wants of the case. The plan of one is appended to this mortgage.

second part, his executors, administrators, and assigns, forever.

And I, the said party of the first part, for myself, my heirs, executors, and administrators, all and singular the said goods and chattels above bargained and sold, unto the said party of the second part, his heirs, executors, administrators, and assigns, against me, the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant, and for ever defend: **upon condition**, that if I, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators, or assigns, *the sum of three hundred dollars on the first day of August next*—then these presents shall be void.

And I, the said party of the first part, for myself, my executors, administrators, and assigns, do covenant and agree, to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in payment of the said sum above mentioned, then it shall and may be lawful for, and I the said party of the first part do hereby authorize and empower the said party of the second part, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store, and other premises, and such other place or places as the said goods or chattels are or may be, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price he can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto me or to my executors, administrators, or assigns. And until default be made in the payment of the said sum of money, I am to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness whereof, I, the said party of the first part, have hereunto set my hand and seal the *first* day of *September*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
JOHN STONE,
JOHN SMITH.

Schedule referred to in the foregoing Mortgage.

IN THE PARLOR.

No. 1.—Two mahogany sofas.
" 2.—Fourteen mahogany chairs.
" 3.—One large looking-glass.
" 4.—One centre-table.
" 5.—One card-table.

IN THE DINING-ROOM.

" 6.—One dining-table.
" 7.—Ten cane-bottomed chairs.
" 8.—One sideboard.
" 9.—One clock.
" 10.—One lounge.
" 11.—One book-case.

[*And so on through the list in each room.*]

September 1, 1887.

JOHN DOE.

Witness { JOHN STONE, JOHN SMITH.

SHIPPING.

BY a provision of the Constitution, the Federal courts have jurisdiction of questions involving maritime matters and all shipping interests. Actions must therefore be brought in the District and Circuit Courts of the U. S.

A ship is personal property and is usually sold by bill of sale, which should be recorded in the Custom House of the port where the ship is registered.

A ship may be mortgaged by the owner, and the mortgage should be recorded in the Custom House.

A bottomry bond is a conveyance of the ship as security for advances made to the owner. If the ship is lost, the creditor loses his money, and has no further claim against the owner. It is allowable, for a loan made on a bottomry bond to bear any rate of interest in excess of the legal rate This is called maritime interest.

The captain or master of a ship has the power in case of necessity to mortgage the cargo, no matter to whom it belongs. This is done by an instrument known as respondentia bond, but necessity to justify the master in doing this must be very great. It is done only where the ship is far from home, and is disabled or in serious need of repairs to enable her to continue the voyage, and where the master is unable to communicate with the owners, and can raise the requisite funds in no other way. If the cargo is lost, the holder of the respondentia bond has, as in a bottomry bond, no personal claim. The interest may be of any rate.

Those who repair a ship or furnish supplies, have a lien on it for the value of their services. If the owner refuses to pay they can take the ship and sell it. Stevedores and ship-brokers have no lien.

The compensation received for transporting the cargo is called the freight. Often the word "freight" is applied to the cargo itself, but this is not the sense in which it is used in connection with shipping.

When the cargo is delivered at the port of destination, the freight is earned, and the ship-owner has a lien on the goods and can retain them until it is paid.

If the goods are not delivered on account of loss by shipwreck, pirates, or an enemy, the shipper is not obliged to pay any freight. Any damage to the goods on their passage, if caused by negligence, must be deducted from the freight, or if the loss is more than the freight, the ship-owner must pay the difference. If the loss occurred by the nature of the goods themselves, as leakage from the barrels etc., the loss is the shipper's, and he must pay the freight, even where loss is total.

Bills of lading are always given on receipt of goods, and are signed by the master or shipping clerk. The shipper or consignor is given one copy, the master retains another, and the third is sent to the consignee. The consignee is the party to whom the master looks for the payment of freight. The transfer of a bill of lading by the consignee, which he does by indorsement, cuts off the right of the consignor to stop the goods in transit. The descriptions in a bill of lading of the goods received are evidence of all the facts stated, and bind the ship-owner.

The master must deliver all the goods. He cannot com-

pel the consignee to receive part of the consignment, and ask him to pay *pro rata* freight. They need only, as a rule, be delivered at the wharf. It is not obligatory for the master to send them to the consignee. Notice of arrival should be sent to the consignee, and it is his duty to at once take the goods away. Otherwise he may be charged storage.

If the consignee does not wish goods coming from a foreign country at once, and desires to defer payment of the duties, he may have them stored in the U. S. bonded warehouses. He can get them any time by paying the duties, or he can reship without such payment.

Any person may hire or charter a ship, retaining the captain and crew, or can equip and man the vessel himself. The contract is usually a written agreement and known as a "charter-party." Where a ship is chartered for a voyage, the hirer is allowed a certain number of days to load and unload the cargo. These are known as lay-days. If a longer time is taken it gives the owner a claim for additional compensation, known as demurrage.

The ship-owner or carrier agrees in the bill of lading to carry the goods safely and deliver them in good condition, "perils of the sea excepted." The owner is, therefore, liable for all loss or injury to the goods, unless caused by fire, wind, the sea, wreck, stranding, capture by an enemy, or pirates.

The owner of a vessel or boat, engaged in inland navigation on the rivers and lakes, is liable to the shipper for loss by fire.

In case of the collision of two vessels, the one in fault, must suffer its own loss and pay the loss of the other. If they are both guilty of negligence the loss of each vessel is added and divided equally. The one which is injured the least must pay the other enough to make the loss equal.

The owner of a ship is not personally liable for injuries arising from collision. The amount of damages is limited to the value of the ship and the cargo.

When two vessels are approaching each other, the one going free must give way to the one close-hauled. If they are both close-hauled each must go to the right.

Steam-boats may go to the right or left of sailing vessels.

The latter need not change their course, as they have the right of way over steamers.

There also should be certain green and red lights carried at night.

Salvage is the compensation given to persons or vessels that voluntarily assist in saving either ship or cargo, wrecked, or in danger of being wrecked. If a ship is wrecked on the coast, wreckers living on shore may be salvors. On the high seas, a ship which saves another is a salvor, and in case of a "derelict" or abandoned ship, the amount of salvage is very large. The amount is fixed by the U. S. Court on application, and varies greatly in different cases.

In case a storm or other peril endangers the ship, and it is found necessary to cut away the masts, or lighten the ship by throwing part of the cargo overboard, the owners of the part saved must contribute to make up the loss of what was sacrificed. To ascertain the percentage each is to pay, the value of the whole cargo and ship is computed, and the amount of loss. The ratio of the loss to the whole value is the percentage required. The whole value is generally taken to be four-fifths of the value when the vessel last sailed. The throwing over of any of the cargo is called jettison.

The captain of a ship has absolute control of the crew and the passengers. He is also a general agent, and can bind the owners, and make them responsible for many of his acts and contracts. Under certain circumstances he has the right to sell or mortgage the ship.

Primage is a certain percentage of the freight, to which the captain is entitled by usage.

Every vessel bound from a home port to a foreign port, or if it be of fifty tons or more, to a port in another (not adjoining) State, must have on board shipping articles. These articles must describe the voyage, and the terms for which the sailors ship, and must be signed by each sailor. There is a penalty of twenty dollars for each one who does not sign.

The sailors have a lien on the ship for their wages, which takes precedence over all other liens, but the captain has no such lien.

If the captain discharges a sailor, abroad, with the sail-

ors consent, he must pay the American Consul at that port, all the wages due, and three months' wages in addition. If the sailor is discharged, without his consent, the captain is liable to a fine of $500, or six months' imprisonment, and the sailor can recover damages.

The Consul, may authorize the discharge of a sailor for disobedience and other faults. Desertion causes the forfeiture of wages.

Pilots must be regularly appointed. A ship coming into port is obliged to take the first pilot that offers, or else pay him half the pilotage fees. The pilot supersedes the authority of the captain and has complete control of the ship.

In addition to the shipping articles, all vessels must have registry and clearance papers, which should be deposited with the Collector of Customs of the port. There must also be a "manifest," containing a description of the cargo and the vessel; the names of consignees and passengers, etc.; and also a list of the crew.

No. 49.—Bill of Lading.

Shipped, in good order and well conditioned, by JOHN DOE, on board the *ship* called the *United States*, whereof RICHARD ROE is master, now lying in the port of *New York*, and bound for *Havre, France.* To say: *five packages of merchandise*, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of *Havre, France* (the dangers of the seas only excepted), unto JACQUES MONTALEMBERT, or to his assigns, he or they paying freight for the said *packages* the sum of *five* dollars, with *fifty cents* primage and average accustomed.

J. M.
Havre,
France.

In witness whereof, the master or purser of said vessel hath affirmed to *two* bills of lading, both of this tenor and date; one of which being accomplished, the other to stand void.

Dated in *New York*, the *first* day of *October*, one thousand eight hundred and *eighty-seven.*

RICHARD ROE, *Master.*

No. 50.—Bottomry Bond.

Know all Men by these Presents, that I, JOHN DOE, now master and commander of the *bark* or vessel called the *Isidore*, of the burden of *five hundred* tons or thereabouts, now lying at the port of *Baltimore*, am held and firmly bound unto RICHARD ROE, of the *city* of *Baltimore*, in the county of *Baltimore*, and state of *Maryland*, in the sum of *two thousand* dollars, lawful money of the United States, to be paid to the said RICHARD ROE, or to his certain attorney, executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and also the said vessel, her tackle, apparel, and furniture, firmly by these presents. Sealed with my seal, at the *city* of *Baltimore*, this *first* day of *November*, one thousand eight hundred and *eighty-seven*.

Whereas, the above-bounden JOHN DOE has been obliged to take up and borrow, and has received of the said RICHARD ROE, for the use of the said vessel, and for the purpose of fitting the same for sea, the sum of *one thousand* dollars, lawful money of the United States, which sum is to be and remain as a lien and bottomry on the said vessel, her tackle, apparel, and furniture, at the rate or premium of *twenty-five* per cent. for the voyage; in consideration whereof, all risks of the seas, rivers, enemies, fires, pirates, &c., are to be on account of the said RICHARD ROE: And for the better security of the said sum and premium, the said master doth, by these presents, hypothecate and assign over to the said RICHARD ROE, his heirs, executors, administrators, and assigns, the said vessel, her tackle, apparel, and furniture. And it is hereby declared that the said vessel *Isidore* is thus hypothecated and assigned over for the security of the money so borrowed, and taken up as aforesaid, and shall be delivered for no other use or purpose whatever, until this bond is first paid, together with the premium hereby agreed to be paid thereon.

Now, the condition of this obligation is such, that if the above-bounden JOHN DOE shall well and truly pay, or cause to be paid, unto the said RICHARD ROE, his certain attorney, executors, administrators, and assigns, the just and full sum of *one thousand* dollars, lawful money as aforesaid, being the sum borrowed, and also the premium aforesaid, at or before the expiration of *ten* days after the arrival

of the said vessel at the port of *New York* or in case of the loss of said ship or vessel such an average as by custom shall have become due on the salvage, then this obligation, and the said hypothecation, to be void and of no effect, otherwise to remain in full force and virtue. Having signed and executed *two* bonds of the same tenor and date, one of which being accomplished, the other to be void and of no effect.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
PETER PEPPER,
JOHN STONE.

NO. 51—Form of Charter-Party.

This Charter-Party, made and concluded upon in the *city* of *New York*, the *tenth* day of *October*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE, *agent for the owner and master of the brig Eagle*, of the *city* of *New York*, of the burden of *four hundred* tons or thereabouts, register measurement, now lying in the harbor of *Mobile*, in the state of *Alabama*, of the first part, and RICHARD ROE, *merchant*, of the *city* of *Mobile*, in the state of *Alabama*, of the second part, **Witnesseth,** that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, doth covenant and agree on the freighting and chartering of the said vessel unto the said party of the second part, for a voyage from the port of *Mobile*, in the state of *Alabama*, to *Liverpool*, *England*, on the terms following, that is to say:

First. The said party of the first part does engage that the said vessel in and during the said voyage shall be kept tight, stanch, well fitted, tackled, and provided with every requisite, and with men and provisions necessary for such a voyage.

Second. The said party of the first part does further engage that the whole of said vessel (with the exception of the cabin, the deck, and the necessary room for the accommodation of the crew, and the stowage of the sails, cables, and provisions) shall be at the sole use and disposal of the said party of the second part during the voyage aforesaid;

and that no goods or merchandise whatever shall be laden on board, otherwise than from the said party of the second part, or his agent, without his consent, on pain of forfeiture of the amount of freight agreed upon for the same.

Third. The said party of the first part does further engage to take and receive on board the said vessel, during the aforesaid voyage, all such lawful goods and merchandise as the said party of the second part or his agents think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, does covenant and agree with the said party of the first part, to charter and hire the said vessel as aforesaid, on the terms following, that is to say:

First. The said party of the second part does engage to provide and furnish to the said vessel *a sufficient cargo of freight for ballast from one port to another on her voyage.*

Second. The said party of the second part does further engage to pay to the said party of the first part, or his agent, for the charter or freight of the said vessel during the voyage aforesaid, in the manner following, that is to say:

For the voyage to Liverpool, the sum of four thousand dollars, lawful money of the United States, on the delivery of the freight aforesaid in the port of Liverpool. It is further understood and agreed that the said party of the second part, or his agent, is to pay all foreign port-charges, pilotage, and dues incurred by the vessel on her voyage, exclusive of the before-mentioned sum of four thousand dollars; the said party of the second part, or his agent, to furnish the said party of the first part sufficient money in the port aforesaid free of charge for the same.

It is further agreed between the parties to this instrument, that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows, that is to say: *in the port of Mobile twenty lay days, and customary despatch in the port of Liverpool.* And in case the vessel is longer detained, the said party of the second part agrees to pay to the said party of the first part at the rate of *fifty* Spanish milled dollars per day, day by day, for every day so detained, provided such detention shall happen by default of said party of the second part, or his agent.

It is also further understood and agreed, that the cargo or cargoes shall be received and delivered alongside of the vessel, within reach of her tackles, or according to the custom and usages at the ports of loading and discharging.

It it also further understood and agreed, that this charter shall commence when the vessel is ready to receive cargo at her place of loading, and notice thereof is given to the party of the second part, or his agent: *and the said party of the first part agrees to proceed with all despatch from Mobile direct to Liverpool, and there discharge the cargo aforesaid.*

To the true performance of all and every of the foregoing covenants and agreements, the said parties each to the other do hereby bind themselves, their heirs, executors, administrators, and assigns (especially the said party of the first part the vessel, her freight, tackle, and appurtenances; and the said party of the second part the merchandise to be laden on board), each to the other in the penal sum of *eight thousand* dollars.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered in the presence of JOHN SMITH.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

NOTE.—Important differences in reference to the rights and liabilities of the parties depend upon the question whether the right of possession and control is given to the freighter or retained by the owner. If the owner equips the vessel hiring and paying the crew, furnishing them with provisions and reserving room for them and the provisions, the hirer is not deemed the owner, for the voyage, but the original ownership continues. Where however the whole management is given over to the freighter, in such case *he* is deemed the owner while the voyage continues.

BONDS.

A *bond* is a written instrument under seal, acknowledging some liability, duty, or obligation, with a penalty for non-fulfilment. Fraud vitiates every instrument into which it enters.

The maker of the bond is called the *obligor*, the person to whom it is made the *obligee*.

The amount of money first named in a bond for the payment of money is called the *penal sum*, and is usually double the amount of the condition, in order to cover interest and cost of recovery, should the conditions of payment not be complied with.

No. 52.—Bond for the Payment of Money.

Know all Men by these Presents, that I, JOHN DOE, of *Jamaica*, in the county of *Queens*, and state of *New York*, am held and firmly bound unto RICHARD ROE, of the *city* of *Brooklyn*, in the county of *Kings*, and state of *New York*, in the sum of *two thousand four hundred* dollars, lawful money of the United States, to be paid to the said RICHARD ROE, his executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and each of them, firmly by these presents. Sealed with my seal. Dated the *first* day of *December*, one thousand eight hundred and *eighty-seven*.

The condition of the above obligation is such, that if the above bounden JOHN DOE or his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above-named RICHARD ROE, his executors, administrators, or assigns, the just and full sum of *twelve hundred dollars on the first day of May next, with interest thereon at the rate of six per cent. per annum*—then the above obligation to be void, otherwise to remain in full force and virtue.

JOHN DOE *(seal)*.

Sealed, &c., in presence of JOHN JONES and JOHN SMITH.

No. 53.—Bond, conditioned that if the Interest is *not paid within a certain Time after it is due, the whole Sum, Principal and Interest, shall, at the option of the Obligee be due immediately.*

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Portland*, in the county of *Cumberland*, and state

of *Maine*, am held and firmly bound unto RICHARD ROE, of the *same place*, in the sum of *two thousand eight hundred* dollars, lawful money of the United States, to be paid to the said RICHARD ROE, his executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and every of them, firmly by these presents. Sealed with my seal. Dated the *tenth* day of *August*, one thousand eight hundred and *eighty-seven*.

The condition of the above obligation is such, that if the above-bounden JOHN DOE, or his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above-named RICHARD ROE, his executors, administrators, or assigns, the just and full sum of *one thousand four hundred* dollars on the *tenth* day of *March*, which will be in the year one thousand eight hundred and *ninety-three*, and the interest thereon, to be computed from the date hereof, at and after the rate of *six* per cent. per annum, and to be paid *quarter yearly*—then the above obligation to be void, else to remain in full force and virtue.

And it is hereby expressly agreed, that should any default be made in the payment of the said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of *ten* days, then and from thenceforth, that is to say, after the lapse of the said *ten* days, the aforesaid principal sum of *one thousand four hundred* dollars, together with all arrearage of interest thereon, shall, at the option of the said RICHARD ROE, his executors, administrators, and assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything herein before contained to the contrary thereof in any wise notwithstanding.

Sealed and delivered in the presence of JOHN JONES, JOHN SMITH. } JOHN DOE (*seal*).

No. 54.—Bond of a Corporation.

Know all Men by these Presents, that *The First National Bank* of the *city* of *Cleveland*, in the county of

Cuyahoga, and state of *Ohio*, is held and firmly bound unto JOHN DOE, of *Parkman*, in the county of *Geauga*, and state of *Ohio*, in the sum of *ten thousand* dollars, lawful money of the United States, to be paid to the said JOHN DOE, his executors, administrators, or assigns: for which payment, well and truly to be made, *the said First National Bank* binds itself firmly by these presents. Sealed with its corporate seal. Dated the *fifth* day of *July*, one thousand eight hundred and *eighty-seven*.

The condition of the above obligation is such, that if the above-bounden *First National Bank*, shall well and truly pay, or cause to be paid, unto the above-named JOHN DOE, the sum of *five thousand* dollars on the *first* day of *August next*, with interest thereon at the rate of *six* per cent. per annum—then the above-written obligation to be void, otherwise to remain in full force and virtue.

RICHARD ROE, PRESIDENT (*corporate seal*).

Sealed and delivered in the presence of
JOHN JONES,
JOHN SMITH.

No. 55.—Bond to be given to a Sheriff, to indemnify *him for levying upon Goods, &c., when claimed by another than the Judgment Debtor.*

Know all Men by these Presents, that we, JOHN DOE and RICHARD ROE, both of the *city* of *Madison*, in the county of *Jefferson*, and state of *Indiana*, are held and firmly bound unto JOHN SMITH, sheriff of the said county of *Jefferson*, in the sum of *one thousand* dollars, lawful money of the United States, to be paid to the said JOHN SMITH, or to his certain attorney, executors, administrators, or assigns: for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated the *tenth* day of *June*, one thousand eight hundred and *eighty-seven*.

Whereas, the above-bounden JOHN DOE and RICHARD ROE did obtain judgment in the *supreme court* against JOHN JONES for *three hundred* dollars, damages and costs, whereupon execution has been issued, directed, and delivered to the said JOHN SMITH, commanding him, that of the goods

and chattels of the said JOHN JONES, he should cause to be made the damages and costs aforesaid. And whereas, certain goods and chattels that appear to belong to the said JOHN JONES are claimed by JAMES SHORT, of the said *city of Madison*:

Now, therefore, the condition of this obligation is such, that if the above-bounden JOHN DOE and RICHARD ROE shall well and truly save, keep and bear harmless, and indemnify the said JOHN SMITH, and all and every person and persons aiding and assisting him in the premises, of and from all harm, let, trouble, damage, costs, suits, actions, judgments, and executions, that shall or may at any time arise, come, or be brought against him, them, or any of them, as well for the levying and making sale under and by virtue of such execution, of all or any goods or chattels which he or they shall or may judge to belong to the said JOHN JONES, as well as in entering any shop, store, building, or other premises, for the taking of any such goods and chattels—then this obligation to be void, else to remain in full force and virtue.

Signed, sealed, and delivered, in presence of PETER PENNY, HIRAM JACOBS.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

No. 56.—Bond to Executors.

Know all Men by these Presents, that I, JOHN DOE, of *Clinton*, in the county of *Oneida*, and state of *New York*, am held and firmly bound unto RICHARD ROE, of the *city* of *Utica*, in the county of *Oneida*, and state of *New York*, and PETER SMITH, of *Clinton*, in the county of *Oneida*, and state of *New York*, executors of the last will and testament of PETER HAMILTON, late of *Clinton*, in the county of *Oneida*, and state of *New York*, now deceased, and the survivor of them, his or their assigns, in the penal sum of *five thousand dollars*, lawful money of the United States, to be paid to the said executors, or the survivor of them, his or their assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, and every of them, firmly by these presents. Sealed with my seal. Dated this *first* day of *May* one thousand eight hundren and *eighty-seven*.

Now, the condition of this obligation is such, that if the above-bounden obligor, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said RICHARD ROE and PETER SMITH, as such executors as aforesaid, or the survivor of them, his or their assigns, the sum of *two thousand five hundred* dollars on the *first* day of *May*, one thousand eight hundred and *ninety* with interest thereon at the rate of *six* per cent. per annum—then this obligation to be void, otherwise to remain in full force, virtue, and effect.

JOHN DOE *(seal)*.

Sealed and delivered in presence of
JOHN SMITH,
JOHN STONE.

No. 57.—Bond for a Deed.

Know all Men, &c. [*as in No.* 52 *to the* *]—

Now, the condition of this obligation is such, that if the above-bounden obligor shall, on the *tenth* day of *December next*, make, execute, and deliver, unto the said RICHARD ROE (provided that the said RICHARD ROE shall on or before that day have paid to the said obligor the sum of *twelve hundred* dollars, the price by said RICHARD ROE agreed to be paid therefor), a good and sufficient conveyance in fee simple, with the usual covenants, of all that certain piece or parcel of land [*here descibe the land*]—then this obligation to be void otherwise to remain in full force, virtue, and effect.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
JOHN SMITH,
PETER JONES.

No. 58.—Bond of Treasurer or Trustee of an Association.

Know all Men by these Presents, that we, JOHN DOE, as principal, and RICHARD ROE and IRA STEARNS as sureties, all of the *city* of *Richmond*, in the county of *Henrico*, and state of *Virginia*, are held and firmly bound unto HENRY HIGGINS and THOMAS SHARPE, both of the *city* of *Richmond* aforesaid, in the sum of *one thousand* dollars, lawful money of the

United States, to be paid unto the said HENRY HIGGINS and THOMAS SHARPE, or their successors in office, or their certain attorneys, executors, administrators, or assigns; to which payment, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the *twenty-fifth* day of *December*, one thousand eight hundred and *eighty-seven*.

The condition of this obligation is such, that whereas the above-named JOHN DOE has been chosen by an *association*, known as the *Union Association*, treasurer [*or one of the trustees*] of said *association*, by reason whereof, and as such treasurer [*or trustee*], he will receive into his hands and possession divers sums of money, goods and chattels, and other things, the property of said *association;* and is bound to keep true and accurate accounts of said property, and of his receipts and disbursements for and on account of said *association:*

Now, therefore, if the said JOHN DOE shall well and truly perform all and singular the duties of treasurer [*or trustee*] of said *association*, for and during his official term, and until he shall deliver all the property which he may receive as such treasurer [*or trustee*] to his successor in said office, or to such other person as the said *association* or its authorized officers may direct, according to the provisions of the constitution, by laws, rules, and regulations, of said *association* now existing, or which may be by said *association* adopted; and shall keep true and just accounts of all property belonging to the said *association* that may come to his hands; and shall exhibit and submit to the said *association*, or to the persons by them thereunto appointed, his said accounts and the vouchers therefor, whenever he shall be thereto properly requested; and shall, at the expiration of his term of office, by any cause whatever, deliver up to his successor in office all the property of the said *association* that may be found to remain in his hands, and his books of accounts, and the vouchers thereunto belonging—then this obligation shall be null and void, otherwise to remain in full force and virtue.

Signed, sealed, and delivered, in presence of JOHN SMITH, JOHN SHORT.	JOHN DOE (*seal*). RICHARD ROE (*seal*). IRA STEARNS (*seal*).

COMPOSITION WITH CREDITORS.

THIS is a contract between a debtor who is able only to pay a portion of his debts, with his creditors, whereby they agree to accept a certain sum less than the original claim; and, upon the receipt thereof, not to prosecute or trouble the debtor on account of his debt.

No. 59.—Form for Composition with Creditors.

Know all Men by these Presents, that whereas JOHN DOE is justly indebted unto us, JOHN JONES, HENRY SMITH, and THOMAS SHARPE, creditors of the said JOHN DOE, in divers sums of money, which he has become unable fully to pay and discharge: therefore we, the said creditors, do consent and agree with the said JOHN DOE to demand less than the full amount of our respective claims, and to accept of *ten* cents for every dollar owing to each of us the said creditors of the said JOHN DOE, in full satisfaction and discharge of our several claims and demands; the said sum of *ten* cents on a dollar to be paid to each of us, our heirs, executors, and administrators, within the space of *thirteen* months from the date hereof. And we, the creditors aforesaid, do further severally and respectively covenant and agree with the said JOHN DOE, that he may, within the said time of *thirteen* months from the date hereof, sell and dispose of his goods and chattels, wares and merchandise, at his own free will and pleasure, for the payment of the *ten* cents on the dollar of each of our respective debts; and that neither of us will, at any time hereafter, sue, arrest, or attach the said JOHN DOE, or his goods and chattels, for any debt now due and owing to us or any of us, provided the said JOHN DOE does well and truly pay, or cause to be paid, the said *ten* cents for every dollar of each of our several and respective claims against him. And all and each of the covenants and agreements herein contained shall extend to and bind our several executors, administrators, and assigns.

In witness whereof, &c. [*as in No.* 25].

A marriage valid in the place where it was made, is valid everywhere, even though it would not have been valid if it had been celebrated in the latter place. So with divorce, the strict laws of one State, are frequently evaded, the guilty party removing into another State, having a laxer law, and after obtaining the divorce, may marry again.

The grounds for Divorce differ very much in different States, as will be seen by referring to the special laws of each State.

Where either husband or wife applies for a divorce it will not be granted if the applying party has been guilty of the same fault.

If the innocent party has forgiven the guilty one after the commission of the offense, with full knowledge of the fact, and has voluntarily cohabited with the other, the divorce will not be granted. A subsequent offense, however, will revive the right to the divorce.

The decree of divorce will not be made where evidence shows that the parties have conspired to obtain the divorce.

The neglect for a long time to bring an action for divorce will be regarded as forgiveness, and a divorce will be refused.

Husband and wife cannot divorce themselves, but they can agree to separate. Articles of separation should be drawn and executed by both parties. There is usually a provision that the husband shall regularly provide a certain amount for the wife's support. This is an amicable arrangement, and cannot be made without the consent of both parties.

In case of marriage the husband is obliged to support his wife, to furnish necessaries, such as food, clothing, etc. She can bind her husband by contracts with tradesmen.

By the common law when a wife dies leaving real estate the husband is entitled to the use for life of such real estate, provided there was a child born during the marriage.

This is still the law in most of the States. In New York the wife can deprive her husband of curtesy by conveying the land by deed, or disposing of it by will. The husband has no interest whatever in the land of his deceased wife, unless there has been a child of the marriage. It is not necessary that the child should be still alive.

All the property, real and personal, owned by a woman at the time of her marriage, and all acquired by her after that time by gift, purchase or will, belongs to her alone. Her husband has no rights over it and it is not liable for his debts.

She has a right to sell, mortgage, and make contracts concerning this separate property, in most States, without her husband's consent. In some States he must join with her in signing deeds, mortgages, etc. She can keep a bank account and give checks upon the deposits and can sue and be sued alone on matters connected with her property. In most States, she is permitted to carry on business in her own name and is alone then liable for her debts. Her husband is only liable for debts contracted by her for "necessaries," food, clothing, shelter, etc.

A husband is never bound by his wife's contracts for articles which are not necessary.

Dower is the interest which the law allows a wife in the lands of her husband, in the event of her surviving him. It is generally the right to have the one third part in value of the lands of her husband set off to her for her use during her natural life, but which she cannot dispose of for a longer period than her life. The rights of the wife in personal property depend on the statute regulations of the states.

If the husband by his will devise a legacy to her in lieu of her dower, she has the right to choose which she will take, the dower or the legacy.

In case of an exchange of lands, the widow must elect whether she will take her dower in the lands given in exchange or in those taken in exchange.

An *assignment of dower* is a conveyance, by the heirs, of a certain part of the lands to the widow for life, in lieu and satisfaction of her dower interest in the whole.

Never take a conveyance of real estate from a married man without seeing that his wife joins in the conveyance, and properly acknowledges it, according to the laws of your state, before the proper officer. If she be not twenty-one years of age, she cannot bar her right of dower, in which case it will be of no use for her to join in the conveyance.

As to acknowledgments by the husband and wife, see Special State Laws.

A female wishing to secure the property she may possess, so as to enjoy the benefit of it after marriage, free from the control and liabilities of her husband, can effect her purpose by conveying it to a third person in trust for her benefit. In New York as to marriages, or property acquired since 1849 this is not necessary, the wife having the same power over her property as if she were unmarried.

If a husband wishes to convey property to a wife, he can do so by coveying to some friend in trust for her benefit. Such a conveyance would be set aside on the application of creditors whose rights were prejudiced by it, but they will secure the property to the wife against everybody else.

No. 71.—Form of Marriage.

The parties having joined hands, say: "By this act of joining hands, you do now assume toward each other the relation of husband and wife, and do solemnly promise, as such, to love, honor, and cherish each other, so long as you both shall live.

"I therefore pronounce you to be henceforth husband and wife."

No. 72.—Marriage Certificate.

State of *Massachusetts*,
County of *Franklin*,
Town of *Deerfield*.

I do hereby Certify, that on the *first* day of *July*, in the year of our Lord one thousand eight hundred and *eighty-seven*, *at the house of* JOHN JONES, in *said town*, JOHN DOE, of the *city* of *Boston*, in the county of *Suffolk*, and state of *Massachusetts*, and HARRIET E. JONES, of the *city aforesaid*, to me personally known [*or proved by the oath of John Jones aforesaid*] to be the persons described in this certificate, were by me joined together with their mutual consent in the bonds of wedlock; and I did first ascertain that the said parties were of sufficient age to consent to the same and after due inquiry made, there appearing no lawful impediment thereto the marriage took place in the presence of JOHN SMITH and JOHN STONE of said county subscribing witnesses hereto.

Witness my hand and seal, this *first* day of *July*, one thousand eight hundred and *eighty-seven*. HENRY HOPE,
Pastor of First ——— *Church in Deerfield.*

Marriage celebrated in presence of us, { JOHN SMITH, Residing ——— JOHN STONE. " ———

No. 73.—Assignment of Dower.

This Indenture, made the *thirtieth* day of *November*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE, of *Morristown*, in the county of *Morris*, and state of *New Jersey*, and RICHARD ROE, of *Rahway*, in the county of *Essex*, and state of *New Jersey*, sole heirs of WILLIAM DOE, late of *Morristown aforesaid*, now deceased, parties of the first part, and SUSAN DOE, of *Morristown aforesaid*, widow and relict of the said WILLIAM DOE, deceased, of the other part:

Whereas, the said WILLIAM DOE was seized at the time of his decease in fee simple of certain lands and tenements, which, upon his decease aforesaid, descended to the said JOHN DOE and RICHARD DOE, his sole heirs at law—

Now this Indenture witnesseth, that the said JOHN DOE and RICHARD ROE have set off and assigned, and by these presents do set off and assign, unto the said SUSAN DOE, all that, &c. [*here describe the premises assigned*]: **To have and to hold** the same, with all the tenements and appurtenances thereunto belonging, unto the said SUSAN DOE, for and during the term of her natural life, as and for her dower, and in lieu of and full satisfaction of all her dower and claim of dower, in the lands of which the said WILLIAM DOE died seized.

And the said SUSAN DOE hereby signifies her acceptance of the premises so set off and assigned to her, as and for her dower and in full satisfaction of all her dower and claim of dower in the lands whereof the said WILLIAM DOE, her late husband, died seized.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered, in presence of HENRY HIGGINS, JAMES SHORT. } JOHN DOE (*seal*). RICHARD ROE (*seal*). SUSAN DOE (*seal*).

No. 74.—Release of Dower.

To all to whom these Presents shall come, SUSAN DOE, of the *city* of *Pittsburgh*, in the county of *Allegany*, and state of *Pennsylvania*, widow and relict of JOHN DOE, late of the *same place* deceased, sends greeting: KNOW YE, that the said SUSAN DOE, the party of the first part to these presents, for and in consideration of the sum of *five hundred* dollars, lawful money of the United States, to her in hand paid at or before the ensealing and delivery of these presents, by RICHARD ROE, of the *city* of *Wheeling*, in the county of *Ohio*, and state of *West Virginia*, of the second part, the receipt whereof is hereby acknowledged, hath granted, remised, released, and for ever quit-claimed, and by these presents doth grant, remise, release and for ever quit-claim, unto the said party of the second part, his heirs and assigns for ever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and equity, of her, the said party of the first part, of, in, and to all that certain piece or parcel of land, &c. [*here describe the premises*]; so that she, the said party of the first part, her heirs, executors, administrators, or assigns, nor any other person or persons, for her, them, or any of them, shall not have, claim, challenge, or demand, or pretend to have, claim, challenge, or demand, any dower or thirds, or any other right, title, claim, or demand whatsoever, of, in, and to the same, or any part or parcel thereof, in whosoever hands, seisin, or possession, the same may or can be, and thereof and therefrom shall be utterly barred and excluded for ever by these presents.

In witness whereof, the said party of the first part to these presents hath hereunto set her hand and seal, the *first* day of *November*, in the year of our Lord one thousand eight hundred and *eighty-seven*.

SUSAN DOE *(seal)*.

Sealed and delivered in the presence of
PETER PEPPER,
JOHN STONE.

No. 75.—Articles of Separation between Husband and Wife.

This Indenture, of three parts, made the *first* day of *March*, in the year of our Lord one thousand eight hundred and *eighty-seven*, between STEPHEN R. ADAMS, of *Wellsborough*, county of *Brooke*, and state of *Virginia*, of the first part, and CLARA E. ADAMS, his wife, of the second part, and EZRA H. HAMILTON, trustee of the said CLARA E. ADAMS, of the third part.

Whereas divers disputes and unhappy differences have arisen between the said party of the first part and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural lives; therefore, this indenture witnesseth, that the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise and agree, to and with the said trustee, and also, to and with his said wife, that it shall and may be lawful for her, the said wife, at all times hereafter, to live separate and apart from her; and, that he shall and will allow and permit her to be and reside, in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and carry on such trade and business, as she may from time to time choose or think fit to do; and that he shall not nor will not, at any time, sue, or suffer her to be sued, for living separate and apart from him, or compel her at any time hereafter to live with him, or molest, disturb, or trouble her for living separate and apart from him, nor sue, molest, or trouble any other person whomsoever, for receiving, entertaining, or harboring her; and, that he will not, without her consent, visit her or knowingly enter any house or place, where she shall be, dwell, or reside, or send, or cause to be sent, any letter or message to her; nor shall or will at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody or possession, or which shall be devised, bequeathed, or given to her, or which she may at any time hereafter by her own exertions or with her own money acquire; and, that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole*, and unmarried; and, further, that the said party of the

first part, shall and will, well and truly pay, or cause to be paid unto her, his said wife, for and toward her better support and maintenance, the yearly sum of five hundred dollars, free and clear of all charges and deductions whatsoever, for and during her natural life, at or upon the first days of January, April, July and October, in each and every year during her said natural life, which the said trustee doth hereby agree to take, in full satisfaction for her support and maintenance, and all alimony whatever; and the said trustee, in consideration of the sum of one dollar to him duly paid, doth covenant and agree, to and with the said party of the first part, to indemnify and bear him harmless of and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account; and, if the said party of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same upon demand, to the said party of the first part, with all damage and loss that he may, thereby sustain.

In witness whereof, etc.,

Signed, sealed, etc.,	STEPHEN R. ADAMS, (*seal*).
HORACE EPSOM,	CLARA E. ADAMS, (*seal*).
DERBY DREW.	EZRA H. HAMILTON. (*seal*).

JUDGMENT NOTE.

THIS note enables the holder, in some of the states, to enter up judgment thereon without suit, if it be not paid when it is due.

No. 76.—Form of Judgment Note.

$1,000. **For Value received,** I promise to pay to RICHARD ROE, or order, the sum of *one thousand* dollars, thirty days after date; and I hereby nominate, constitute, and appoint the said RICHARD ROE, or any attorney-at-law of this state, my true and lawful attorney, irrevocable, for me and in my name to appear in any court of record of this state, at any time after the above promissory note becomes due, and to waive all process and service thereof, and to confess judgment in favor of the holder hereof for

the sum that may be due and owing hereon, with interest and costs, and waiving all errors, &c.

In witness whereof, I have hereunto set my hand and seal, at the *city* of *Chicago*, in the county of *Cook*, and state of *Illinois*, this *first* day of *July*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
JOHN SMITH,
JOHN JONES.

LANDLORD AND TENANT.

A LANDLORD is one who lets or leases real estate to another; the tenant is one in actual possession of the land. The contract existing between the two parties, is styled a lease; which is a conveyance of lands, or lands and tenements, generally in consideration of money to be paid for the same, called rent, for life, for years, or at will. The party making the lease is also called the lessor: he, to whom it is made, the lessee. Leases should be made in duplicate, each party having an original.

It is prudent in all cases to have leases reduced to writing; the common wording of the conveyance being "demise, grant, and to farm let." In all States where the English Statute of Frauds has been substantially re-enacted, all leases not put in writing and signed by the party, have the effect of leases or estates at will only, excepting leases not exceeding the term of three years.

The landlord, or lessor, by virtue of his relation to the tenant, or lessee, is bound to perform all the express covenants into which he has entered in executing the lease; to secure to the tenant the quiet enjoyment of the premises leased; and to repair the premises leased, if he expressly covenants so to do.

He has a right to receive the rent agreed upon, and to enforce all the express covenants, into which the tenant has entered; to require that the premises leased be so treated that no unnecessary injury is done, or waste committed; and to have the possession at the expiration of the lease.

A lease from year to year, is where no definite time is

fixed for its termination, but it is to continue at the pleasure of the landlord, or of both parties; a lease for years, is every estate which is to expire at a period certain and determined beforehand.

If no time is stated, in a lease for a year, when the rent is to be paid, the rent is not due until the end of the year; unless a different requirement is made by Statute.

In order to terminate a tenancy from year to year, the tenant is entitled to a notice to quit the premises (which it is better to have in writing, signed by the landlord or his agent), within the time prescribed by the Statute Law of the particular State. Of such notice, if in writing, it is advisable to preserve a copy, signed by the witness who delivered the original, and bearing the date and mode of service, also signed by him. Such a tenant is entitled to six months notice in New York, Vermont, Kentucky and Tennessee; to three months in Pennsylvania; and to two months in Massachusetts.

In some of the States, when rent is due and unpaid, the landlord may seize without legal process whatever goods (not exempt) may be found upon the premises, retain them as a pledge for the payment of the rent, and after complying with certain requirements, sell them. This is called the right of distress, or the right to distrain. In Maine, New Hampshire, Massachusetts, Vermont, Rhode Island, Connecticut, New York, Alabama, Mississippi, North Carolina and Ohio, this right does not exist; in Pennsylvania, New Jersey, Delaware, Indiana, Illinois, Maryland and Virginia, the essential features of the English law, relative to distresses, are believed to be retained; while in Florida, Georgia, Kentucky and Texas, this summary process has been placed upon some humane restrictions.

A tenant is not bound to pay taxes, unless there is an express stipulation to that effect. If he make an *unconditional* covenant to repair, he can be compelled to rebuild the premises, if wholly destroyed by fire; in the absence of a covenant to repair, he is only bound to repair injuries occasioned by his voluntary negligence; and under a general covenant to repair, with an express exception of casualties by fire or the elements, he is bound simply to leave the premises in as good condition as received by him.

After assignment of a lease (which it is in the power of the tenant to make, unless forbidden by the instrument

itself), in which the lessee has covenanted to pay rent, he is still responsible to the landlord for the rent, unless the latter expressly, and in writing, discharge him and accept his assignee as tenant.

At the expiration of a lease, the tenant may remove whatever he has added to the premises (unless he has originally built it or manifested an intent to make it an entire part of what was originally there), if he can do so without injuring the premises. An outgoing tenant of a farm for agricultural purposes has no right, in some States, to remove from the land so occupied by him manure made on the land from its produce during such occupancy. When a farm is leased for agricultural purposes, its cultivation according to good husbandry is implied.

A lease of land for one year from the first day of April, expires on the last day of March of the ensuing year.

A tenant in possession of property without an agreement as to time, is generally deemed a tenant from year to year.

A tenancy at will may be terminated in the Eastern States by giving three months' notice in writing; in the Middle and Southern States, six months'; in the Western States, one months'.

A tenant may underlet, unless forbidden by the lease.

A married woman cannot make a lease even of her own property; for her husband has sole control over her estate during his life, and he alone can demise it. Such leases are binding on her, however, only during the life of her husband.

A minor cannot make a lease for which he can be held on reaching his majority; it will bind the lessee, however, until the minor sees fit to release him. But if he receives the rent after his twenty-first year, he thereby ratifies the lease, and becomes bound for its provisions. A guardian can give no lease that shall extend beyond the majority of his ward. A minor can become a lessee, but he is privileged to give it up when so disposed; he can hold the landlord, however, if he so desires. A married woman cannot lease property; yet, if she occupies a house, her husband will be liable to the landlord for the rent.

Where there are no writings the tenancy commences from the day the tenant takes possession. Where there are writings, and the time for the commencement of the ten-

ancy is not stated, it will be considered as having begun at the time the writings were delivered.

A lease for a term of years, without mentioning the number, is good only for two years.

A lease must be delivered to the parties for whom it is intended. If it should fall into the hands of a party accidentally, without the other intending it, it would be invalid. A lease, if for a valuable property, should be acknowledged before a Commissioner of Deeds, which does away with the difficulty frequently attending witnesses, who very often cannot be found when wanted: whereas,

Where occupancy is for a short period—a week, for instance, a month, or a quarter—the length of the notice to quit must be regulated by the letting; as a week's notice for a week's letting, and a month's notice for a month's letting.

A lease by a mortgager is good only so long as the mortgagee refrains from foreclosing the mortgage.

No. 77.—Short Form of Lease.

This Indenture, made the *first* day of *April*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE, of the *city* of *New York*, in the county of *New York*, and state of *New York*, of the first part, and RICHARD ROE, of the *same place*, of the second part *—

Witnesseth, that the said party of the first part hath letten, and by these presents doth grant, demise, and to farm let, unto the said party of the second part, all that, &c. [*here describe the premises intended to be let*], with the appurtenances, for the term of *twenty years*, from the *first* day of *May*, one thousand eight hundred and *eighty-seven*, at the yearly rent or sum of *two hundred* dollars, to be paid in equal *quarter yearly* payments. And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom.

And the said party of the second part doth covenant to pay to the said party of the first part the said yearly rent as herein specified, namely, in *quarter yearly* payments *on t'*

first day of August, November, February, and May, in each and every year: and that at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted: and the said party of the first part doth covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy, the said demised premises for the term aforesaid.

In witness whereof, we have hereunto set our hands and seals, this *first* day of *April*, one thousand eight hundred and *eighty-seven*.

Sealed and delivered in the presence of JOHN SMITH, PETER JONES.	JOHN DOE, *(seal)*. RICHARD ROE, *(seal)*.

No. 78.—Lease: Tenant to pay Taxes, and not to underlet without Consent of the Landlord, under his Hand and Seal.

This Indenture, &c. [*as in No.* 77 *to* *].

Witnesseth, that the said party of the first part, in consideration of the rents and covenants hereinafter reserved and contained, on the part and behalf of the said party of the second part, to him, his executors, administrators, and assigns, to be paid, kept, and performed, hath granted, demised, and to farm let, and by these presents doth grant, demise, and to farm let, unto the said party of the second part, all that, &c. [*here describe the property*]. **To have and to hold** the said above mentioned and described premises unto the said party of the second part, his executors, administrators, and assigns, from the *first* day of *May*, in the year of our Lord one thousand eight hundred and *eighty-seven*, for and during, and until the full end and term of *five* years, from thence next ensuing, and fully to be complete and ended; yielding and paying for the same unto the said party of the first part, or to his heirs or assigns, the rent or sum of *three hundred* dollars, lawful money of the United States, yearly and every year, during the said term, in equal *quarter yearly* payments, to be made on the first

day of *August, November, February, and May,* in each and every year, during the term hereby demised, the first payment to be made on the first day of *August* next: PROVIDED ALWAYS, that if it shall happen that the said yearly rent or any part thereof, shall not be paid on any day on which the same ought to be paid, as aforesaid, then, and at all times thereafter, it shall and may be lawful for the said party of the first part, his heirs and assigns, into the said demised premises, or any part thereof, in the name of the whole, to re-enter and to re-possess, have, and enjoy the same again, as of his or their former estate and interest therein, anything herein contained to the contrary in any wise notwithstanding.

And the said party of the second part, for himself, his executors, administrators, and assigns, doth by these presents covenant and grant, to and with the said party of the first part, his heirs and assigns, in manner following, that is to say: that he, the said party of the second part, his executors, administrators, and assigns, shall and will, during the term hereby demised, well and truly pay unto the said party of the first part, his heirs or assigns, the said yearly rent hereby reserved, at the days and times herein before limited for the payment thereof, without fraud or delay.

And also, that he, the said party of the second part, his executors, administrators, or assigns, shall and will, at his and their own proper costs and charges, bear, pay, and discharge, all such duties, taxes, assessments, and payments, extraordinary as well as ordinary, as shall during the time hereby demised be laid, levied, assessed, or imposed on, or grow due or payable out of, or for, or by reason of the said demised premises, or any part thereof: and also, that he, the said party of the second part, his executors, administrators, or assigns, or any of them, shall not, nor will, at any time or times hereafter, during the term hereby granted, lease, let, or demise, all or any part of the said premises hereby demised, nor assign, transfer, or make over the same, or this present lease, or any of his or their term or time therein to any person or persons whomsoever, without the consent of the said party of the first part, his heirs or assigns, in writing, under his or their seal, for that purpose first had and obtained, anything herein before contained to the contrary thereof in

any wise notwithstanding: and also that he, the said party of the second part, his executors, administrators, or assigns, shall and will, on the last day of the term hereby demised, or other sooner determination of the estate hereby granted, well and truly deliver up the said hereby demised premises, in good and sufficient order, into the possession of the said party of the first part, his heirs or assigns, without fraud or delay.

And provided further, and this present lease is upon this express condition, that if the said party of the second part, his executors, administrators, or assigns, at any time during the term hereby granted, shall fail in the performance of any or either of the covenants, conditions, or provisoes, in these presents contained, which, on the part and behalf of the said party of the second part, his executors, administrators, and assigns, are or ought to be observed, performed, fulfilled, and kept; then, and at all times thereafter, it shall and may be lawful for the said party of the first part, his heirs and assigns, into the said demised premises, and every part thereof, to re-enter and re-possess, have, and enjoy the same again, as of their former estate and interest therein, anything herein contained to the contrary in any wise notwithstanding.

In witness whereof, &c. [*as in No.* 77].

No. 79.—Agreement to Let, with Covenant not to Underlet.

This Agreement, made the *sixteenth* day of *February*, in the year one thousand eight hundred and *eighty-seven*, between John Doe, of the *city* of *Brooklyn*, in the county of *Kings*, and state of *New York*, of the first part, and Richard Roe, of the *same place*, of the second part—

Witnesseth, that the said party of the first part hath agreed to let, and hereby doth let, and the said party of the second part hath agreed to take, and hereby doth take, *that certain lot or parcel of land lying and being situated on the north side of Franklin street, known and at present numbered as twenty-one, in the third ward of the city of Brooklyn aforesaid, together with the two-story brick dwelling and other appurtenances thereunto belonging*, for the term of *one year*, to commence on the *first* day of *May*, one thousand eight hundred

and *eighty-seven*, and to end on the *first* day of *May*, one thousand eight hundred and *eighty-eight*.

And the said party of the second part hereby covenants and agrees to pay unto the said party of the first part the *yearly* rent or sum of *three-hundred* dollars, payable *quarterly* on the *first days of August, November, February, and May, in each year*, and to quit and surrender the premises at the expiration of the said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And the said party of the second part further covenants that he will not assign, let, or underlet, the whole or any part of the said premises, without the written consent of the said party of the first part, under the penalty of forfeiture and damages; and that he will not occupy the said premises, nor permit the same to be occupied for any business deemed extra-hazardous without the like consent, under the like penalty: and the said party of the second part further covenants that he will permit the said party of the first part or his agent to enter said premises for the purpose of making repairs or alterations, and also to show the premises to persons wishing to hire or purchase; and on and after the first day of February next will permit the usual notice of "to let" or "for sale" to be placed upon the walls of said premises, and remain thereon, without hinderance or molestation: and also, that if the said premises or any part thereof shall become vacant during the said term, the said party of the first part may re-enter the same, by either force or otherwise, without being liable to any prosecution therefor; and re-let the said premises as the agent of the said party of the second part, and receive the rent thereof, applying the same, first to the payment of such expense as he may be put to in re-entering, and then to the payment of the rent due by these presents; and the balance (if any) to be paid over to the said party of the second part.

And the said party of the second part hereby further covenants that if any default be made in the payment of the said rent, or any part thereof, at the times above specified, or if default be made in the performance of any of the covenants or agreements herein contained, the said hiring, and the relation of landlord and tenant, at the option of the said party of the first part, shall wholly ceas

and determine; and the said party of the first part shall and may re-enter the said premises, and remove all persons therefrom; and the said party of the second part hereby expressly waives the service of any notice in writing of intention to re-enter.

In witness whereof, &c [*as in No.* 77].

In consideration of the letting of the premises above mentioned to the above-named RICHARD ROE, I do hereby covenant and agree, to and with the party of the first part above named, and his legal representatives, that if default shall at any time be made by the said RICHARD ROE in the payment of the rent and performance of the covenants above contained on his part to be paid and performed, that I will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said party of the first part, and also all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said party of the first part.

Witness my hand and seal, this *sixteenth* day of *February*, one thousand eight hundred and *eighty-seven.*

THOMAS SHARPE.

Witness { JOHN STONE, JOHN SMITH.

No. 80.—Tenant's Agreement.*

This is to Certify, that I have hired and taken of JOHN SMITH, of *Smithtown*, in the county of *Saginaw*, and state of *Michigan, a house and lot known as number twenty-one, Smith street, in Smithtown aforesaid*, for the term of *one year* from the *first* day of *June*, one thousand eight hundred and *eighty-seven*, at the yearly rent of *two hundred* dollars, payable *quarter yearly.* And I hereby promise to make punctual payment of the rent in manner aforesaid, and quit and surrender the premises at the expiration of the said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and engage not to let or underlet the whole or any part of the said premises, without the written consent of the land-

* If a surety is required, as security for the payment of the rent, e one appended to No. 79 can be added.

lord, under the penalty of forfeiture and damages; and also not to occupy the said premises for any business deemed extra-hazardous without the like consent, under the like penalty.

Given under my hand and seal, the *tenth* day of *May*, one thousand eight hundred and *eighty-seven*.

JOHN DOE, (*seal*).

Witness } JAMES SHORT, JOHN JONES.

No. 81.—Landlord's Agreement.

This is to Certify, that I have let and rented unto JOHN DOE, of *Smithtown*, in the county of *Saginaw*, and state of *Michigan*, my *house and lot known as number twenty-one, Smith street, in Smithtown aforesaid*, for the term of *one year* from the *first* day of *June*, one thousand eight hundred and *eighty-seven*, at the yearly rent of *two hundred* dollars, payable *quarter yearly*. The premises are not to be used or occupied for any business deemed extra-hazardous, on account of fire, nor shall the same or any part thereof be let or underlet without the written consent of the landlord, under the penalty of forfeiture and damages.

Given under my hand and seal, the *tenth* day of *May*, one thousand eight hundred and *eighty-seven*.

JOHN SMITH.

Witness } JAMES SHORT, JOHN JONES.

No. 82.—Agreement for Letting, with Mortgage on Personal Property to secure the Rent.

This Agreement, made the *seventh* day of *July*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE, of the *city* of *Boston*, in the county of *Suffolk*, and state of *Massachusetts*, of the first part, and RICHARD ROE, of the *same place*, of the second part—

Witnesseth, that the said party of the first part hath agreed to let, and hereby doth let, and the said party of the second part hath agreed to take, and hereby doth take [*here describe the premises*], for the term of *three years*, to commence on the *first* day of *August*, one thousand eig'

hundred and *eighty-seven*, and to end on the *thirty-first* day of *July*, one thousand eight hundred and *ninety*.

And the said party of the second part hereby covenants and agrees to pay unto the said party of the first part the *yearly* rent or sum of *four hundred* dollars, payable *quarter yearly*, that is to say, on the *first day of November, February May, and August*, of each and every year, and to quit and surrender the premises at the expiration of the said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and not assign, let, or underlet, the whole or any part of the said premises, or occupy the same for any business deemed extra-hazardous, without the written consent of the said party of the first part, under the penalty of forfeiture and damages.

And the said party of the second part hereby further covenants, that if any default be made in the payment of the said rent, or any part thereof, at the times above specified, the said party of the first part, shall and may re-enter the said premises, and remove all persons therefrom.

And the said party of the second part, for the consideration aforesaid, and for the sum of *one dollar* to him paid by the said party of the first part, doth grant, bargain, and sell, unto the said parties of the first part, all and singular the goods and chattels mentioned in the schedule hereto annexed. **To have and to hold** the said goods and chattels for ever: UPON CONDITION, that if the said party of the second part shall well and truly pay, or cause to be paid, unto the said party of the first part the rent above reserved punctually, at the several times when the same shall become due as aforesaid, then the said bargain and sale shall be null and void. But in case default shall be made in the payment of the said rent, or any part thereof, at the several times mentioned as aforesaid, and shall remain unpaid five days after the same becomes due and payable, then it shall be lawful for the said party of the first part to take possession of the said goods and chattels, wherever the same may be found, and to sell the same at public sale (first giving three days' notice of the time and place of such sale), or so much thereof as may be necessary to pay the rent due, and the balance of rent for the whole unexpired term, whether due or not due, and all costs and expenses that may have accrued on account thereof, rendering the

remaining goods and chattels, and the surplus money from said sale, if any there shall be, unto the said party of the second part.

And it is further agreed between the parties to these presents, that in case the said party of the second part shall sell, assign, or dispose of, or attempt to sell, assign, or otherwise dispose of the said goods and chattels, or shall attempt to remove the same from the premises hereby demised to the said party of the second part, it shall and may be lawful for the said party of the first part to take possession of the same, and retain them in his possession until the said rent shall be paid, or until default in the payment thereof. But until default be made in the payment of the said rent, the said goods and chattels (unless the said party of the second part shall sell, or attempt to sell or remove the same, as aforesaid) shall remain in the possession of the said party of the second part.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered, in presence of
PETER PENNY,
HIRAM JACOBS.

JOHN DOE (*seal*).
RICHARD ROE (*seal*).

LETTER OF CREDIT.

THIS is a letter frequently given by a person of known responsibility to a friend, to enable that friend to procure goods on time. It is usually somewhat in this form:—

No. 83.—Form of Letter of Credit.

HAMILTON, CANADA WEST,
October 15, 1887.

MESSRS. JOHN SMITH & Co.—*Gentlemen:* Please deliver to RICHARD ROE, of *this place*, goods, silks, and merchandise, to any amount not exceeding *five thousand* dollars, and I will hold myself accountable to you for the payment of the same, in case Mr. ROE should fail to make payment therefor.

You will please to notify me of the amount for which you may give him credit; and if default should be made in the payment, let me know it immediately.

I am, gentlemen, your most ob't servant,

JOHN DOE.

MESSRS. JOHN SMITH & CO.,
No. —*Broadway, New York.*

LETTER OF LICENSE.

A *letter of license* is an agreement by creditors to permit a debtor, when he is not able to pay his debts at the time due, to carry on his business without molestation. It does not release the debts, or prevent creditors who have not signed it from collecting their claims in the usual method.

No. 84.—Agreement not to sue a Debtor.

Know all Men by these Presents, that whereas JOHN DOE, of the *city* of *Baltimore*, in the county of *Baltimore*, and state of *Maryland*, is justly indebted to us, RICHARD ROE, JOHN JONES, THOMAS SHARPE, and HENRY SMITH, in divers sums of money, which the said JOHN DOE is unable to pay:

Now, therefore, we do hereby grant unto the said JOHN DOE full liberty and license to attend to, follow, and negotiate, any business or affairs whatsoever, without any suit, trouble, or hinderance from us, or any of us, for the space of *two years* from the date hereof.

And we and each of us, for ourselves, our and each of our heirs, executors, administrators, and assigns, for and in consideration of the agreement and covenant of the said JOHN DOE hereinafter contained, do covenant and agree with the said JOHN DOE, that we will not, nor will either or any of us, at any time during the said space of *two years*, sue, prosecute, arrest, molest, or trouble the said JOHN DOE, in respect or on account of any debts now by him due to us or any or either of us.

And the said JOHN DOE, in consideration of the foregoing covenant and agreement, for himself, his heirs, executors, or administrators, covenants and agrees with the creditors aforesaid, that he will faithfully apply all moneys, property,

and effects, that he may earn or procure during the said term of *two years*, to the payment of his debts owing to the creditors aforesaid, in proportion to the amount due and owing to each.

In witness whereof, we have hereunto set our hands and seals, this *first* day of *April*, one thousand eight hundred and *eighty-seven*.

RICHARD ROE,
JOHN JONES,
THOMAS SHARPE,
HENRY SMITH.

Witness { JOHN STONE, JOHN SMITH.

PROMISSORY NOTES.

A *promissory note* is an absolute engagement in writing to pay a specified sum at a certain time, to a person named, or to his order, or to the bearer.

The signer of the note is called the *maker;* the one to whom it is made payable, the *payee;* and he to whom the payee makes it payable by endorsement, is called the *endorsee;* he who endorses the note, the *endorser*.

A consideration must be given for a note to make it valid, as between the maker and payee; but any one who has given value for it, before it had become due, and not knowing that it was originally made without consideration, can recover on it against all the antecedent parties to the note.

But he who receives a promissory note for a consideration before given, for instance as security for a precedent debt, does not *give value* for it, and is in no better position than the payee.

A negotiable note is one that is transferable without, or is made transferable by endorsement. A note negotiable by the laws of the state where it is made is negotiable elsewhere.

The most usual methods of drawing notes are on demand, or at a certain time after date; either payable only to the person named, or to his order, or to bearer, or in a specified commodity. A note payable to the person

named, where the words, *to order*, or *to bearer*, are omitted, is not negotiable; if payable to order, it is negotiable by the payee endorsing it by writing his name on the back of the note, in which case the payee is liable to the holder if it is not paid by the maker, provided he have due notice thereof. If payable to bearer, the holder can demand payment without endorsing it.

Any payee who desires to transfer a note by endorsement, without incurring any responsibility, can do so by endorsing the note in this manner: "Without recourse to me, JOHN DOE." If he wishes to make it payable to a third party specially, he can do so by endorsing it thus: "Pay JOHN JONES, or order, JOHN DOE;" John Jones must then endorse it in order to transfer it to another person.

A note running thus, "I promise to pay," and signed by two parties is joint and several, and may be collected of either party; if it is desired to make only a joint note, write it thus, "We jointly and not severally promise," or "We promise to pay."

If a note is made payable to the order of two or more persons who are not partners, they must each and all endorse it, in order to make a valid transfer.

A note negotiated after it is due is subject to any offset the maker of the note may have against the person to whom it is made payable.

The words "without defalcation or discount," must be inserted in notes in New Jersey and Pennsylvania. In those states a note in which these words are not inserted is subject to the same disabilities as a note that is past due.

Promissory notes are entitled, like bills of exchange, to three days of grace, and payment should be demanded on the last day of grace. Custom, and the statute in some states, make a note falling due on Sunday payable the day previous.

Demand of payment should be made of the maker on the day when the note is due, and if not paid, notice should be immediately given to all the endorsers, if this is not done they will be discharged from their liability.

If the words "with interest" are omitted in a note, it will not draw interest before the time at which it is due. If it is not paid when due, it will draw legal interest from that time. If the note is payable on demand, it will draw interest from the time payment is demanded. If a note is

made payable in a specified commodity payment must be offered at the time required, otherwise the holder can demand its value in money. (This rule is equally applicable in all contracts for barter.) The holder of a note need not accept a sum less than the whole amount due, but if he does, he should credit the amount received on the back of the note. The rate of interest allowed on money past due, is the legal rate of the state in which the paper is drawn.

When a note has been lost it is advisable to give the fact all the publicity possible, so that the public may be prevented from purchasing it; yet if it get into the hands of one who paid value for it in good faith, it must be paid, unless its negotiation has been accomplished by forgery.

No. 85.—Note Not Negotiable.

$610:: *New York, November 9th,* 1887.

Twenty Days after date, I promise to pay to *Martin W. Goodman, Six Hundred and Ten* Dollars, value received.

JOHN DOE.

No. 86.—Note Negotiable by Endorsement.

$250:: *New Orleans, Sept. 12th,* 1887.

Ten Days after date, I promise to pay to the order of JOHN JONES, *Two Hundred and Fifty* Dollars, value received.

JOHN DOE.

No. 87.—Note Negotiable Without Endorsement.

$125.$\frac{25}{100}$ *Chicago, July 10th,* 1887.

Three months after date, I promise to pay to JAMES SMITH, or bearer, *One Hundred and Twenty-Five* $\frac{25}{100}$*th* Dollars, value received.

JOHN DOE.

No. 88.—Joint Negotiable Note, Payable at a Bank.

$200: : *Boston, January 8th,* 1887.

Six months after date, for value received, we promise to pay HENRY REED, or order, *Two Hundred Dollars,* at the *People's Bank, Boston.*

JOHN DOE,
RICHARD ROE.

No. 89.—Negotiable Note, Payable in Merchandise.

$300 : *Philadelphia, Sept. 12th,* 1887.

Sixty days after date, for value received, I promise to pay without defalcation, to JOHN JONES, or order, *Three Hundred* Dollars, in merchantable *wheat* at the current price.

JOHN DOE.

"Without defalcation" are inserted in notes drawn in Pennsylvania and New Jersey to protect them when due against any offset of the maker.

No. 90.—Negotiable Note on Demand.

$400.$\frac{25}{100}$ *New York, November 4th,* 1887.

On demand, I promise to pay to the order of *Martin H. Johnson, Four Hundred* $\frac{25}{100}$*th* Dollars, value received.

JOHN DOE.

No. 91.—Note on Demand, With Interest from Date, not Negotiable.

$150:: *Detroit, June 10th,* 1887.

On demand, I promise to pay to *James Smith, One Hundred and Fifty* Dollars, with interest from date, value received.

JOHN DOE.

DUE-BILLS.

DUE-BILLS are general informal notes, or memoranda, acknowledging that a certain amount is due to the party to whom they are given. They are frequently given when money or merchandise has been temporarily borrowed, as an evidence of the fact.

No. 92.—Form of Due-Bill.

NEW YORK, *October* 20*th*, 1887.

Due RICHARD ROE, on demand, *twenty-five dollars*, value received.

JOHN DOE.

This form may be varied in the same manner as a note, to express time, amount, kind of payment, and who paid to. The same is also true of *orders*.

ORDERS.

An *order* is a written request by one person to another, to do an act for his own benefit or accommodation, or that of a third party. It has, of course, no value, unless the party to whom it is addressed is willing to perform the act desired.

No. 93.—Order for Money.

NEW YORK, *November* 10*th*, 1887.

MR. RICHARD ROE will please pay to JOHN SMITH, or order, *twenty-five dollars*, on demand, and charge the same to the account of

JOHN DOE.

No. 94.—Order to Sell Merchandise.

BOSTON, *November*, 12*th*, 1837.

PLEASE let Mr. THOMAS SHARPE have such merchandise as he may select, to the amount of *one hundred dollars*, and charge the same to the account of

To RICHARD ROE. JOHN DOE.

No. 95.—Order to Deliver Goods.

CHARLESTON, *November* 15*th*, 1887.

Mr. RICHARD ROE: Please deliver to DUNN BROWN, or bearer, the *package of goods* belonging to me, and oblige

Yours,

JOHN DOE.

RECEIPTS.

A *receipt* is not conclusive evidence of payment, it may be explained or even contradicted, but it throws the burden of proof upon him who attempts to impeach it. For this reason no prudent person will part with a receipt until the payment has actually been made. They may be either in full of all demands, for a special account, in part payment of an account, or for a special purpose. The arrangement of the wording of a receipt is not important, if the object and time be distinctly stated in it.

No. 96.—Receipt in Full.

BOSTON, *June* 15*th*, 1887.

Received of RICHARD ROE *fifty-one dollars*, in full of all demands up to this date.

JOHN DOE.

No. 97.—Receipt on Account.

BOSTON, *July* 1*st*, 1887.

Received of RICHARD ROE *ten dollars*, to apply on account.

JOHN DOE.

No. 98.—Receipt for a Special Purpose.

Received, *Boston July* 24*th*, 1887, from RICHARD ROE, *one hundred* dollars, to pay the account of JOHN DOE against him.

PETER PEPPER.

No. 99.—Receipt when Money is Paid by a Third Person.

BOSTON. *July* 25*th*, 1887.

Received of RICHARD ROE, through PETER PEPPER, *one hundred dollars* in full of all demands against RICHARD ROE up to this date.

JOHN DOE.

No. 100.—Receipt of Interest to be endorsed on a Bond.

Received, *August* 15*th*, 1887, from RICHARD ROE, *one hundred and twenty* dollars, being the *semi-annual* interest this day due on the within bond. JOHN DOE.

No. 101.—Receipt in full for a Special Account.

NEW YORK, *October* 15*th*, 1887.

Received from RICHARD ROE *two hundred dollars and twenty-five cents*, in full of all demands for printing to *October* 1st, 1887. JOHN DOE.

PARTNERSHIP.

PARTNERSHIP is a voluntary contract between two or more persons, for joining together their money, goods, labor, and skill, or any or all of them, for the purpose of carrying on a lawful business, under an understanding to participate in the profits in certain proportions.

They whose names appear to the world as partners are termed *ostensible* partners.

An ostensible partner who has no interest in the firm is called a *nominal* partner.

A nominal partner is liable for all the debts and contracts of the firm.

One who has an interest in the firm, but whose name is not published to the world as a partner, is called a *dormant* or *silent* partner.

Any one who permits his name to be used in a firm, or who shares the profits of the business, is liable to the world as a partner.

Each individual of a firm is liable to the whole amount of the debts of the concern.

The acts of one partner bind all the others, when done in pursuance of the business of the firm, and in the usual course of that business; but any act not required by the nature of the business will not bind them.

There is a contract of partnership known as a *special*

partnership, consisting of one or more persons called *general* partners, who attend to the carrying on of the business of the concern and are liable to the full amount of the debts of the firm, and of one or more persons called *special* partners, who are liable only to the amount of the capital they put into the concern. These special partnerships are wholly regulated by statute, and can only be entered into by conforming strictly to the statute regulations of the state where the partnership is formed. The laws regulating the formation and conduct of special partnerships are so particular, that no prudent man will take any steps in the formation of such a partnership without good legal advice.

No. 102.—Article of Copartnership.

Article of Agreement, made the *first* day of *January*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE of the *city* of *Wilmington*, in the county of *Newcastle*, and state of *Delaware*, of one part, and RICHARD ROE of the *same place*, of the other part, as follows:

The said parties above named have agreed to become copartners in the business of *wholesale and retail dry goods and groceries merchants*, and by these presents do agree to be copartners together under and by the name or firm of "DOE and ROE," in the buying, selling, and vending, all sorts of goods, wares, and merchandise, to the said business belonging, and to occupy the *store in the town aforesaid now occupied by said* DOE, their copartnership to commence on the *first* day of *August next*, and to continue *for three years from that day;* and to that end and purpose the said JOHN DOE *furnishes and puts into the concern the stock in his said store, and two thousand dollars in cash, as part of the capital of the said firm; and the said* RICHARD ROE *puts into the said firm the sum of five thousand dollars as his portion of the common stock*—all which it is agreed is to be used and employed in common between them, for the support and management of the said business, to their mutual benefit and advantage.

And it is agreed, by and between the parties to these presents, that at all times during the continuance of their copartnership, they and each of them will give their at-

tendance, and do their and each of their best endeavors, and, to the utmost of their skill and power, exert themselves for their joint interest, profit, benefit, and advantage, and truly employ, buy, and sell merchandise with their joint stock, and the increase thereof, in the business aforesaid: and also, that they shall and will, at all times during the said copartnership, bear, pay, and discharge equally between them, all rents and other expenses that may be required for the support and management of the said business; and that all gains, profit, and increase, that shall come, grow, or arise, from or by means of their said business, shall be divided between them *equally;* and all loss that shall happen to their said joint business by ill commodities, bad debts, or otherwise, shall be borne and paid between them *equally.*

And it is agreed, by and between the said parties, that there shall be had and kept at all times during the continuance of their copartnership, perfect, just, and true books of account, wherein each of the said copartners shall enter and set down, as well all money by them or either of them received, paid, laid out, and expended, in and about the said business, as also all goods, wares, commodities, and merchandise, by them or either of them bought or sold, by reason or on account of the said business, and all other matters and things whatsoever, to the said business and the management thereof in any wise belonging; which said books shall be used in common between the said copartners, so that either of them may have access thereto, without any interruption or hinderance of the other. And also, the said copartners, once in each and every *year*, that is to say, on the *first day of August in each year*, or oftener if necessary, shall make, yield, and render, each to the other, a true, just, and perfect inventory and account of all profits and increase by them, or either of them, made, and of all losses by them, or either of them, sustained; and also of all payments, receipts, disbursements, and of all other things by them made, received, disbursed, acted, done, or suffered, in their said copartnership and business; and the same account so made, shall and will clear, adjust, pay, and deliver, each to the other, at the time, their just share of the profits so made as aforesaid.

And the said parties hereby mutually covenant and

agree, to and with each other, that during the continuance of the said copartnership, neither of them shall nor will endorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the other of the said copartners. And at the end or other sooner determination of their copartnership, the said copartners, each to the other, shall and will make a true, just, and final account of all things relating to their said business, and in all things truly adjust the same; and all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts, or otherwise, shall be divided between them.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered, in presence of PETER PENNY, HIRAM JACOBS.	JOHN DOE (*seal*). RICHARD ROE (*seal*).

No. 103.—Renewal of Partnership, to be Endorsed on the Article.

Inasmuch as the partnership formed between the subscribers by the within agreement will expire on the *first* day of *August next*, IT IS HEREBY AGREED that the same be continued, upon the same terms in every respect as is within mentioned, for the further term of *three years* from the said *first* day of *August next*.

Witness our hands and seals, this *first* day of *July*, one thousand eight hundred and *eighty-seven*.

J. D.
R. R.

No. 104.—Agreement to Dissolve a Partnership, to be Endorsed on the Article.

We, the Undersigned, do mutually agree that the partnership formed between us by the within article be and the same is hereby dissolved, except for the purpose of

the final liquidation and settlement of the business thereof; and upon such settlement, then wholly to determine. *
Witness our hands, &c. [*as in No* 103].

POWER OF ATTORNEY.

A *power of attorney* is an instrument in writing whereby one person delegates to another authority to do any act for him, with the same binding effect as though it were done by the principal.

Every person who has power, in his own right, to do any act, may delegate the power to do that act to any other person; but an attorney can not substitute another in his place unless express authority is given him to do so.

Every person intrusted with discretionary power in respect to the business of another, should perform the duties himself; for, generally speaking, he can not give to another authority to exercise those discretionary powers.

The authority of an attorney ceases by death or when withdrawn by his principal; but when the attorney has an interest in the execution of the power, it is then irrevocable.

The revocation of a power of attorney takes effect as to third persons from the time they have notice of it.

Powers of attorney, to be used in a foreign country, should be acknowledged before a notary public, and the signature of the notary certified by the consul of the government to which the power of attorney is to be sent.

When intended to be used in another state, they should be duly proved or acknowledged according to the laws of the state where they are executed.

No. 105.—General Power of Attorney.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *St. Augustine*, in the county of *St. John's*, and

* The agreement to dissolve should state whether one or all the partners are authorized to sign the name of the firm in the liquidation and settlement of its business; and if less than the whole, the name or names of those who may do so. See form of ASSIGNMENT by one partner to another, which can be used for a dissolution.

state of *Florida*, have made, constituted, and appointed, and by these presents do make, constitute, and appoint RICHARD ROE, of the *same place*, my true and lawful attorney for me and in my name, place, and stead, to [*here insert the things which the attorney is to do*]; hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, this *first* day of *April*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of }
JOHN JONES,
JOHN SMITH.

No. 106.—General Custom-house Power.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *New Orleans*, in the parish of *Orleans*, and state of *Louisiana*, have made, constituted, and appointed, and by these presents do make, constitute, and appoint RICHARD ROE, of the *same place*, my true and lawful attorney, for me and in my name, to receive and enter at the custom-house of the district of *New Orleans*, any goods, wares, or merchandise, imported by me or which may hereafter arrive, consigned to me; to sign my name, to seal and deliver for me, and as my act and deed, any bond or bonds which may be required by the collector of the said district, for securing the duties on any such goods, wares, or merchandise: ALSO, to sign my name to, seal, and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares, or merchandise, when exported, and generally to transact all business at the said custom-house in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I hereby declare, that all bonds

signed and executed by my said attorney shall be as obligatory on me as those signed by myself; and this power shall remain in full force until revoked by written notice given to said collector.

In witness whereof, etc. [*as in No.* 105.]

No. 107.—Power to Transfer Stock.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Raleigh*, in the county of *Wake*, and state of *North Carolina*, do hereby make, constitute, and appoint RICHARD ROE, of the *same place*, my true and lawful attorney, for me and in my name, to sell, transfer, and assign, all stock of the *Greenville and Roanoke Railroad Company* standing in my name on the books of the said company; with power also, an attorney or attorneys under him for that purpose, to make and substitute with like power, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitute or substitutes shall do therein by virtue of these presents.

In witness whereof, &c. [*as in No.* 105.]

[*Acknowledgment of the foregoing.*]

State of *North Carolina*, } ss.
County of Wake, }

Be it known, that on the *third* day of *September*, in the year one thousand eight hundred and *eighty-seven*, before me personally came JOHN DOE, to me known to be the person described in, and who executed the foregoing letter or power of attorney, and acknowledged the above letter of attorney to be his act and deed.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, the day and year last above written.

JOHN JONES,

(Seal of office.) *Notary Public.*

No. 108.—Proxy, or Power to Vote at Election of Directors.

Know all Men by these Presents, that I, JOHN DOE, of *Concord*, in the county of *Merrimac*, and state of *New Hampshire*, do hereby constitute and appoint RICHARD ROE, of the *same place*, my true and lawful attorney and agent, for me and in my name, place, and stead, to vote as my proxy at any election of directors of the *Merrimac National Bank*, according to the number of votes I should be entitled to vote if then personally present.

In witness whereof, &c. [*as in No.* 105].

Oath or Affirmation to the Foregoing.

I do *swear* [*or affirm*] that the shares on which my attorney and agent in the above proxy is authorized to vote, do not belong, and are not hypothecated to the said *Merrimac National Bank*, and that they are not hypothecated or pledged to any other corporation or person whatever; that such shares have not been transferred to me for the purpose of enabling me to vote thereon at the ensuing election, and that I have not contracted to sell or transfer them upon any condition, agreement, or understanding, in relation to my manner of voting at the said election.

JOHN DOE *(seal.)*

Sworn [*or affirmed*] this *second* day of *October*, A. D. 1887, before me, JOHN RICHTER, *Justice of the Peace.*

No. 109.—Power to Collect Debts.

Know all Men, &c. [*as in No.* 105 *to the* *]—to demand, ask, sue for, collect, and receive, all sums of money, debts, rents, dues, accounts, and other demands of every kind, nature, and description whatever, which are due, owing, or payable to me from any person or persons whomsoever, and to give good and sufficient receipts, acquittances, and discharges therefor; giving and granting, &c. [*as in No.* 105 *from the* † *to the end.*]

No. 110.—Power to Sell and Convey Real Estate.

Know all Men, &c. [*as in No.* 105 *to the* *]—to enter into and take possession of all the real estate belonging to me, situate in *Rutland*, in the county of *Rutland*, and state

of *Vermont*, and to bargain, sell, grant, convey, and confirm, the whole or any part thereof, for such price or sum of money or on such terms as he may think best, and for me and in my name to make, execute, acknowledge, and deliver, unto the purchaser or purchasers thereof, good and sufficient conveyances, with warranty, of the same; and to demand, receive, and collect, all sums of money which shall become due and payable to me by reason of such sale or sales; giving and granting, &c. [*as in No.* 105 *from the* † *to the end*].

No. 111.—Substitution to be endorsed on the Power of Attorney.*

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Louisville*, in the county of *Jefferson*, and state of *Kentucky*, by virtue of the authority to me given by the within power of attorney, do substitute RICHARD ROE, of *Frankfort*, in the county of *Franklin*, and state of *Kentucky*, as attorney in my stead, to do, perform, and execute, every act and thing which I might or could do by virtue of the within power of attorney; hereby ratifying and confirming all that the said substitute may do in the premises by virtue hereof and of the within power of attorney.

In witness whereof, &c. [*as in No.* 105].

No. 112.—Revocation of Power of Attorney.

Whereas I, JOHN DOE, of *Little Rock*, in the county of *Pulaski*, and state of *Arkansas*, by my certain power of attorney, bearing date the *fifth* day of *July*, in the year one thousand eight hundred and *eighty-seven*, did appoint RICHARD ROE, of the *same place*, my true and lawful attorney, for me and in my name, to [*here set out what he was authorized to do, using the precise language of the power of attorney originally given him*], as by the said power of attorney, reference thereunto being had, will more fully appear:

Therefore, know all Men by these Presents, that I, JOHN DOE aforesaid, have countermanded and revoked,

* This power of substitution can only be used when the attorney has had the right expressly granted to him in his appointment by the principal.

and by these presents do countermand and revoke the said power of attorney and all power and authority thereby given to the said RICHARD ROE.

In witness whereof, I have hereunto set my hand and seal, this *fifth* day of *December*, one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

Sealed and delivered in the presence of
JOHN SMITH,
PETER JONES.

RELEASES.

A *release* is a written instrument, under seal, whereby one man discharges another, either from all claims and demands, or from certain demands specified therein.

A covenant not to sue one of two joint obligors will not release the other, and may be pleaded by the one to whom it is given in bar to an action.

A release of one of several joint debtors releases ALL.

No. 113.—Form of Release.

Know all Men by these Presents, that I, JOHN DOE, of the *city* of *Natchez*, in the county of *Adams*, and state of *Mississippi*, in consideration of *forty dollars* to me in hand paid by RICHARD ROE, of the *same place*, have released and for ever discharged, and hereby, for myself, my heirs, executors, and administrators, do release and for ever discharge the said RICHARD ROE, his heirs, executors, and administrators, from all claim, demand, and cause of action, which I now have or may hereafter have against the said RICHARD ROE by reason of any contract which he may have entered into with me for the *purchase of lumber*.

In witness whereof, &c. [*as in No.* 105].

No. 114.—General Release of every Demand.

To all to whom these Presents shall come, or may concern, GREETING: KNOW YE, that I, JOHN DOE, of *Montpelier*, in the county of *Washington*, and state of *Vermont*, for and in consideration of the sum of *one hundred* dollars, lawful

money of the United States, to me in hand paid by RICHARD ROE, of the *same place*, have remised, released, and for ever discharged, and by these presents do, for myself, my heirs, executors, and administrators, remise, release, and for ever discharge the said RICHARD ROE, his heirs, executors, and administrators, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity, which against the said RICHARD ROE I ever had, now have, or which my heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In witness whereof, &c. [*as in No.* 105].

No. 115.—Release of Part of Mortgaged Premises.

This Indenture, made this *first* day of *April*, in the year one thousand eight hundred and *eighty-seven*, between JOHN DOE, of the *city* of *Harrisburgh*, in the county of *Dauphin*, and state of *Pennsylvania*, of the first part, and RICHARD ROE, of the *same place*, of the second part:

Whereas, RICHARD ROE aforesaid, by indenture of mortgage, bearing date the *first* day of *January*, one thousand eight hundred and *eighty-two*, for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto JOHN DOE aforesaid; and whereas, the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender the lands hereinafter described unto the said party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on the said mortgage:

Now this Indenture witnesseth, that the said party of the first part, in pursuance of the said agreement, and in consideration of *four hundred* dollars, lawful money of the United States, to him duly paid at the time of the en-

sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, released, quit-claimed, and set over, and by these presents doth grant, release, quit-claim, and set over, unto the said party of the second part all that part of the said mortgaged lands described as follows, viz.: [*here describe the mortgaged premises intended to be released from the lien of the mortgage*], together with the hereditaments and appurtenances thereto belonging; and all the right, title, and interest, of the said party of the first part, of, in, and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified may remain to the said party of the first part, as heretofore. **To have and to hold** the lands and premises hereby released and conveyed to the said party of the second part, his heirs and assigns, to his and their only proper use, benefit and behoof, for ever, free, clear, and discharged of and from all lien and claim, under and by virtue of the indenture of mortgage aforesaid.

In witness whereof, &c. [*as in No.* 69].

The following is the form to be used for the purpose of discharging a mortgage that has been fully paid. It should be acknowledged before the proper officer, in order that the mortgage may be cancelled of record:—

No. 116.—Satisfaction of Mortgage.

I, JOHN DOE, of the *city* of *Columbus*, in the county of *Franklin*, and state of *Ohio*, **do hereby certify,** that a certain mortgage, bearing date the *tenth* day of *December*, one thousand eight hundred and *eighty-four*, made and executed by RICHARD ROE, of the *city* of *Cincinnati*, in the county of *Hamilton*, and state of *Ohio*, to me, to secure the sum of *three thousand* dollars, and recorded in the office of *the clerk of the* county of *Hamilton* aforesaid, in liber *thirty* of mortgages, page 610, on the *fifteenth* day of *December* aforesaid, is paid.

Dated the *tenth* day of *December*, one thousand eight hundred and *eighty-seven*. JOHN DOE.

Acknowledgment of the foregoing.

State of *Ohio*, }
County of *Hamilton*, } ss.

On the *tenth* day of *December*, one thousand eight hundred and *eighty-seven*, before me came JOHN DOE, to me known to be the individual described in, and who executed the above certificate, and acknowledged that he executed the same.

JOHN SMITH, *Justice of the Peace.*

No. 117.—Satisfaction of Mortgage to be executed by a Corporation.

The State Mutual Life Insurance Company, of Worcester, Massachusetts, a body corporate, **do hereby certify**, that a certain mortgage, bearing date the *tenth* day of *June*, in the year one thousand eight hundred and *eighty-five*, made and executed by RICHARD ROE, of *Jamaica*, in the county of *Queens*, and state of *New York*, to the said corporation, and recorded in the office of the *clerk of the* county of *Queens*, in liber *twenty* of mortgages, page 425, on the *sixteenth* day of *June*, one thousand eight hundred and *eighty-five* is paid.

In witness whereof, the said State Mutual Life Insurance Company hath caused their corporate seal to be hereunto affixed and these presents to be subscribed by their President, this *tenth* day of *June*, in the year one thousand eight hundred and *eighty-seven*.

JOHN DOE, PRESIDENT (*corporate seal*).

Witnessed by JOHN SMITH, *Secretary.*

Acknowledgment of the foregoing.

State of *Massachusetts*, }
City of *Worcester* } ss.

On the *tenth* day of *June*, in the year one thousand eight hundred and *eighty-seven*, before me came JOHN DOE, with whom I am personally acquainted, and known to me to be the *president* of the above-named corporation, who being by me duly *sworn*, said that he resides at *No. ten Main street, in the said city*, that he was *President* of the *State Mutual Life Insurance Company* of *Worcester*, that he knew the corporate seal of said corporation; that the seal affixed

to the foregoing instrument was so affixed by order of the Board of Directors of said corporation that he signed his name thereto by the like order and authority as *President* thereof.

JOHN JONES, *Commissioner of Deeds.*

WILLS.

The following forms of wills are inserted for the benefit of those who may be unexpectedly called to draw up a will without being able to procure good legal advice.

It is of the utmost importance that the property bequeathed and the conditions and intentions of the bequest be distinctly defined, for wills are generally construed according to the strict letter of the instrument.

Whenever good legal advice can be obtained, it is advisable to procure it; for the statute regulations respecting wills and devises are so minute and important, yet varied in every state, that there is danger of coming in conflict with some statute provision in attempting to make a will without advice.

The person making his will must be of sound mind, must act freely and voluntarily, and with a deliberate intention of making his will. He may, of course, revoke his will by any act which evidences such an intention.

Generally, infants and married women can not make a will, but in some of the states they are empowered to do so by statute.

By common law, marriage and the birth of a child subsequent to the making of a will in which no provision is made for such an event will be considered a revocation of the will; at least it can not bar the rights of the wife, and the child so born, from an interest in the estate. The will of an unmarried woman is in many states revoked by her subsequent marriage.

A bequest to a wife will not take away her right of dower, unless it be clearly inconsistent with such right, or it be expressly stated that it is in lieu of such right.

A *codicil* is something in addition to a will, and should be executed in the same manner as the will. It may consist of a further bequest, or of a revocation, in part, of the will

A bequest to a person witnessing a will is void, though all the rest of the will is valid, unless there are other witnesses sufficient without resorting to the legatee to prove the will. Coercion and undue influence, when exercised upon a testator, will invalidate the will.

In New York a seal is usual though not essential.

No. 118.—Short Form of Will.

In the name of God, Amen. I, JOHN DOE, of *Middletown*, in the county of *Middlesex*, and state of *Connecticut*, being of sound mind and memory, and considering the uncertainty of this frail and transitory life, do therefore make, ordain, publish, and declare, this to be my last **Will and Testament:** That is to say, First, after all my lawful debts are paid and discharged, the residue of my estate, real and personal, I give, bequeath, and dispose of, as follows, to wit: [To my beloved wife, the land and appurtenances situated thereon, known and described as the Wells farm, lying in Middletown, in the county of Middlesex, and state of Connecticut, together with ten shares of the capital stock of the *Middletown Bank*, now possessed by me, during the term of her natural life; and after her death, to be divided equally among my heirs: To my son GEORGE the farm situated and lying on the highway between Middletown and Hartford, known as the Wilcox farm; also all the right and title I now have or may have in the axe-factory situated on what is commonly known as the Millpond, together with the machinery connected therewith: To *St. Luke's Hospital* of the city of New York the sum of five thousand dollars: also to the Juvenile Orphan Asylum of the city of New York, five thousand dollars: I give, bequeath, and devise, all the rest, residue, and remainder of my real and personal estate, to my child now living, or to my children, who may be living at the time of my decease, to be divided equally between them, share and share alike, and in case said child, or any of my said children, shall die before my own decease, leaving lawful issue, him, her, or them surviving, then such issue shall have and take the share his, her, or their parent would have taken if living.

Likewise I make, constitute, and appoint, *my said son*

GEORGE, *and my brothers* WILLIAM *and* JAMES DOE, to be executors of this my last will and testament, hereby revoking all former wills by me made.

In witness whereof, I have hereunto subscribed my name, and affixed my seal, the *third* day of *April*, in the year of our Lord one thousand eight hundred and *eighty-seven*.

JOHN DOE (*seal*).

The above-written instrument was subscribed by the said JOHN DOE in our presence, and acknowledged by him to each of us; and he at the same time published and declared the above instrument so subscribed to be his last will and testament; and we, at the testator's request, and in his presence, have signed our names as witnesses hereto, and written opposite our names our respective places of residence.

RICHARD ROE, *Middletown, Middlesex Co., Ct.*
JOHN SMITH, *Middletown, Middlesex Co., Ct.*
JOHN JONES, *Portland, Middlesex Co., Ct.*

No. 119.—Codicil to a Will.

Whereas I, JOHN DOE, of *Middletown*, in the county of *Middlesex*, and state of *Connecticut*, have made my last will and testament in writing, bearing date the *third* day of *April*, in the year of our Lord one thousand eight hundred and *eighty-seven*, in and by which I have given and bequeathed to *St. Luke's Hospital* of the city of New York the sum of five thousand dollars:

Now, therefore, I do, by this my writing, which I hereby declare to be a codicil to my said last will and testament, and to be taken as a part thereof, order and declare that my will is, that only the sum of two thousand five hundred dollars shall be paid to the said *St. Luke's Hospital*, as the full amount bequeathed to the said hospital, and two thousand five hundred dollars shall be paid to the Juvenile Orphan Asylum, and that the residue of the said legacy be given to the person who shall be acting as treasurer at the time of my decease, of the *Public Library*, located in Middletown, to be expended in the purchase of books for the said library: and lastly, it is my desire that this codicil be

annexed to and made a part of my last will and testament as aforesaid, to all intents and purposes.

In witness whereof, &c. [*as in No.* 118].

No. 120.—Form of Will, in which the Testator devises all his Property to Trustees for certain Purposes.

The last Will of Me, JOHN SMITH, of *Columbia*, in the county of *Richland*, and state of *South Carolina*, being of sound mind at the time of making and publishing this my last will and testament, I give and devise all my estate, real and personal, whereof I may die seized or possessed, to JOHN DOE, also of *Columbia*, and RICHARD ROE, of the *same place*, gentlemen: **To have and to hold** the same to themselves, their heirs and assigns for ever, upon the uses and trusts following, namely: In trust to pay all my debts and funeral expenses: secondly, to pay to my wife JANE, upon her sole and separate receipts, the interest, income, and revenue, of all my said estate, during the term of her natural life: and thirdly, upon the decease of my said wife, to convert all my said estate into money, if such a course shall be thought best by my said trustees, and pay to my daughter JANE the one third part thereof, it seeming to me best to give her so large a share on account of her bodily infirmities and inability to provide for herself, and the remaining two thirds equally to divide between my four sons PETER, JOHN, HENRY, and THOMAS. If either of my children shall, before such division, have died, leaving lawful issue, such issue to receive the parent's share; but if there be no issue, then such share to fall into the general fund, to be divided among the survivors in the manner before directed.

And I hereby give to my said trustees full power and authority to sell any or all of my real estate at private or public sale, and invest the proceeds, or to lease the same as they may deem best for the interest of my family.

And if my said daughter JANE shall not have attained the age of twenty-one upon the decease of her mother, I hereby nominate, constitute, and appoint my said trustees, guardians of the person and estate of my said

daughter JANE during the remainder of her minority, commending her to their fatherly care and protection.

And I hereby nominate, constitute, and appoint my said trustees, JOHN DOE and RICHARD ROE, executors of this my last will and testament.

In witness whereof, &c. [*as in No.* 118].

LIABILITIES OF MINORS.

PERSONS of both sexes are *minors* until they are twenty-one years of age.

In Vermont and Ohio, females are of age at eighteen.

Minors can not do any act to the injury of their property, which they may not repudiate or rescind when they arrive at full age.

Every contract entered into by a minor which is clearly to his prejudice, is absolutely void; and a contract which is clearly to his benefit, is good; and one that is uncertain whether prejudicial or advantageous, is voidable only at the election of the minor. As a general rule *all* contracts of minors are *voidable.*

If the contract be voidable only, it is binding on the adult party thereto until it is rescinded by the minor.

A contract for necessaries is binding on an infant, and he may be sued on such a contract, but the articles must be shown to have been necessary for him under the circumstances and condition in which he was placed when they were furnished. The real circumstances of the minor must be looked at, not his ostensible condition. Necessaries for a minor's wife and children are necessaries for him.

Infancy or non-age can not be taken advantage of to protect a fraudulent act. An infant has been held liable for deceit in obtaining a loan of money on the fraudulent affirmation that he was of age.

A father is not bound by the contract of his son, even for articles that are necessary and suitable for the minor, unless an actual authority be proved, or the circumstances be sufficient to imply an authority. What circumstances will be sufficient to infer an authority must always be a question to be determined in each particular case.

The father is liable for necessaries furnished his minor children, but they must be strictly necessaries, such as the father is in duty bound to furnish, and has not provided.

LIABILITIES OF COMMON CARRIERS.

A *common carrier* is one who undertakes to carry goods or packages of any kind, by land or water, for hire, stated or implied, as an employment; owners of stage-wagons, stage-coaches, and railroad-cars, who carry goods for hire; truckmen, teamsters, porters—owners and masters of vessels in the carrying-trade—canal-boatmen, barge-owners, &c., are common carriers.

Owners of steamboats who tow vessels, and private individuals who may agree to convey a man's goods on a special occasion, are not liable as common carriers.

Owners of stages, hackney-coaches, and other vehicles for carrying passengers with their baggage, are liable as common carriers for baggage or luggage intrusted to their care, but not for goods, unless under a special agreement.

Common carriers are liable for the entire value of the goods, if *not delivered to the proper person;* except a pirate or other public enemy destroys or captures them, or the act of God (against which foresight cannot provide nor human power withstand) destroys them. They are not liable for inevitable losses caused by lightnings, storms, hurricanes, earthquakes, the ordinary decay of perishable goods, spontaneous combustion, leakage of casks, or the carelessness of shippers. Against all other perils the carrier is held as an insurer. If a mob seize the goods the carrier is held. Any passenger-line in the habit of carrying goods for hire, is under the carrier laws. If a stage-driver, or person going along in the conveyance, takes money or goods to carry for his own profit, he alone is responsible: it is the same if he went in a railroad-car, steamboat, &c., which takes passengers only.

To make the owner or master of a vessel liable as a common carrier, she must be open to transport anybody's goods to the port agreed on—no matter whether there be one shipper or many, or whether she be in the home, foreign, coasting, river, or ocean service; but a ship that car-

ries only for one or more particular individuals, comes not under the carrier laws, nor does an owner who lets the tonnage to particular shippers. If the owners charter a vessel to certain persons for a voyage at a specified freight, they are common carriers, unless the terms of the charter-party relieve them.

Carriers are responsible for the acts of all persons in their employ: the act of the agent or servant is deemed to be the act of the principal and master. Injuries done to the goods by strangers must be made up by the carrier. He is liable for accidental fires, thefts, robberies: the goods must be delivered as directed, in the same good order in which they were intrusted to him.

The common carrier must receive all such goods as are offered for the place to which he carries, from anybody willing to pay the regular or a reasonable freight-charge: proof of readiness and willingness to pay is enough, though it might be advisable to tender the charges if a suit is intended. The carrier may refuse if he is full, or the goods are dangerous to be carried, or until he is ready to receive them, or if they are goods it is not his custom to carry, or for a good reason. When he takes freight, he must deliver it in a reasonable time; his ship should be seaworthy, and properly furnished and manned, and he must proceed to the port advertised or otherwise agreed on.

A carrier is not liable for loss by a river or canal freezing up, during his voyage, unless he neglected to use due diligence; nor for the leakage of a ship strained in a storm, nor for losses from collision of his ship with another, unless he was negligent; but for losses by theft and robbery, and for all felonies except piracy, he is liable.

The carrier is liable for goods the moment they are delivered to him; any delivery, in which he specially accepts the goods, binds him; acceptance is frequently implied and binding from the usage of business. Where a carrier receives his freight, even at the shipper's warehouse or that of his agent, and takes it in charge, if that be the usage, it binds him.

He is not liable for goods left in the yard of an inn, where several carriers put up, and not actually delivered to him. For goods delivered at a wharf to some unknown person, of which the wharfinger had no knowledge, he is held not liable.

When goods have reached the destined place, they must be delivered to the proper person, or deposited in the proper place, and the consignee, or one entitled to receive them, duly notified. If he accepts the delivery, the carrier is no longer liable. In some instances the local usage, or the custom of particular carrying-trades, in the absence of express directions from the shippers, regulates the delivery; but if there is a special contract, it must be fulfilled.

If the carrier of a line from Boston to New York takes goods to be forwarded to Philadelphia by a particular conveyance, his liability ceases, *as carrier*, when they are safely deposited at New York, and ready for such next conveyance; but if he takes goods to forward to places beyond the extent of his own line, he is answerable as carrier to the place of final destination.

A carrier is answerable for losses from deposites or storage of goods on the route; but if goods are left in his possession beyond a reasonable time, he is only bound to take ordinary care. If he delivers goods under a mistake of his own, or of fraud on the part of others (other than the owners or shippers), he must make good the value to the owner.

No contract, no public or personal notice, will exempt the carrier of goods from losses caused by his or his agents' neglect or fraud; but any notice of the carrier (if the shipper can be proved to have read it or known of its existence, and not otherwise) that he will not take goods of great value, or that he will not pay more than a specified sum unless specially informed of such value and paid in proportion to the risk, is good. An ambiguous notice will be construed against the carrier. Notices at each end of a route will not bind those who ship goods at intermediate places, unless specially made known to them. A personal notice to the principal is binding on all his agents who may forward by the same line. A carrier can not, by any transfer of the goods to another carrier, exempt himself: if he forward in another mode than that understood, he will be liable, in cases where his notice would have otherwise protected him.

If the owner of goods mislead the carrier as to their value, or make false statements calculated to lessen his vigilance, it is a fraud upon him.

Where there is no notice, or special contract of limitation, it is enough for the owner to show the carrier's undertaking the carriage of his goods, and a non-delivery. The carrier must show why he did not deliver; but when there is a notice, the owner must show a want of ordinary prudence in the carrier. A valid seizure of goods because of an illegal act of the owner, will excuse a non-delivery; but the seizure must be valid, or the carrier will be liable. The carrier has legal power sufficient to put any claimant to the proof as to his title to take the goods; if he neglect to use that power, he is liable. In case of stolen goods, the carrier must deliver them to the owner on demand.

When goods are sent by water, and it becomes necessary to throw a part overboard, thereby to save the rest, the loss is to be general. When one shipper's goods are thus destroyed, and those of others saved, the loser may demand a contribution from all the others, and from the ship-owners, and the party entitled to freight, in such equitable amount as will subject him only to his fair proportion of the loss according to the value of goods he had shipped. Land-carriers, when inevitable perils oblige them to incur unusual charges, may demand payment by an equitable contribution.

The carrier has a right to demand payment when he receives the goods; he may refuse to take them if not so paid; but if he take them, to be paid at the end of the route, he may retain them till paid, on his arrival there. He may waive this lien by agreement, in which case his charges become a simple debt. As a general rule the *consignor* is bound for the freight; but the *consignee*, if he engage to pay, is also. Nautical usages have often become, by the decisions of courts, positive law. Different states have passed local laws to regulate their navigation: if a carrier break any of these rules to the loss of a shipper, he is liable.

In the states of New York and Ohio, special notices and special contracts, by common carriers, are held to be against the policy of the law, and therefore utterly void. The courts also hold that the notice that "all baggage is at the risk of the owner," is a nullity; but the carrier may require the shipper to disclose the nature and value of the property, or make a special acceptance.

Warehouse-men, wharfingers, and private carriers, are

only bound to use ordinary care and diligence, and are liable but for gross negligence or bad faith.

Common carriers are bound to carry *passengers* safely and properly to their place of destination; to use the utmost skill, care, and diligence; and are responsible for the least neglect. If an accident happen, it falls to the carrier to show that it was not his fault. All who seek a passage are to be treated with impartiality, but must pay in advance if required and submit to reasonable rules for the general convenience and comfort. Persons of coarse, rude conduct, or suspicious or notorious bad character, may be refused.

The conveyance must be suitable for the passage, having skillful, prudent, faithful conductors and servants. If by water, the vessel must be seaworthy, with a competent crew. His baggage must be duly delivered to the passenger, or the carrier must keep it for him a reasonable time.

In case of a coachman, if he be rash, careless, races violently, or by want of caution runs foul of anything, and an accident happen, the proprietors are liable. The baggage he may detain for unpaid fare.

Special Laws of the Different States of the Union.

SPECIAL LAWS OF ALABAMA.

Arrest.—There is no imprisonment for debt.

Assignments.—Preferences are not allowed, all the assets are distributed equally.

Chattel Mortgages are void as against creditors and purchasers without notice unless recorded in the county where the mortgagor resides, and also in the county where the property is, if it is in a different county. If the property is removed into another county, the mortgage must be recorded in that county within six months.

Descent and Distribution of Property.—Real and personal property descends as follows: 1st, to the children of the intestate, or their descendants by race or family in equal parts; if there is no child, or one child, the widow takes one-half the personal property; if more than one and not more than four children, she takes a child's part; if more than four children, she takes a fifth; 2d, if there are no children or their children, the estate descends to the brothers and sisters and their descendants in equal parts; 3d, if there are no children, or brothers or sisters, etc., the estate goes to the father if living; if not, then to the mother.

Divorce.—Either absolute or partial, for the following causes: (1) Impotency; (2) adultery; (3) voluntary abandonment for two years; (4) imprisonment for two years; (5) commission of the crime against Nature before or after marriage; (6) habitual drunkenness of the husband, if unknown to the wife at the time of marriage; (7) pregnancy at the time of the marriage if without the husband's knowledge or agency; (8) actual violence to the wife, by the

husband and attended with danger to life and health; (9) reasonable apprehension of such violence.

Evidence.—In civil cases, there is no exclusion of any witness because of interest in the subject matter of the suit, except that in suits by or against executors or administrators, neither party shall be allowed to testify against the other as to any transaction with, or statement by, the testator or intestate.

Executions.—An execution of a court of record is a lien on all of the property of the defendant to be found in the County.

Exemptions.—The personal property of a resident to the value of $1,000, to be selected by himself, the homestead of every resident, not exceeding 160 acres or $2,000 in value; or a lot in a city, town or village with dwelling, not to exceed $2,000. The wages of laborers are exempt to the amount of twenty-five dollars a month. If the owner dies, leaving a wife or child, the exemption is the same in favor of such survivor. Lots in cemeteries, all necessary and proper wearing apparel for each member of the family, all family portraits and books used in the family are also exempt.

Garnishment.—A judgment creditor may obtain process of garnishment against any person supposed to be indebted to the defendant by making affidavit before the clerk of the court, or any other officer authorized to administer an oath, that such person is supposed to be indebted to or has effects of the defendant in his hands or possession, and that he believes that process of garnishment is necessary to obtain satisfaction of such judgment. A creditor may also obtain process of garnishment, when suit has been commenced, by making the affidavit above named, and also making affidavit to the amount due from the defendant and giving bond as in attachment cases.

Interest.—Eight *per cent. per annum* is the legal rate, and all contracts for a larger rate are usurious, and cannot be enforced, except as to the principal.

Judgments.—Can not be revived after the lapse of twenty years from rendition. A judgment of a court of record is a lien on all of the property of the defendant in the county, when execution is issued without the lapse of an entire term of the court.

Limitations.—Actions founded on a promise in writ-

ing, under seal, must be commenced within ten years; all other promises in writing, or for the recovery of money upon loan, a stated or liquidated account, and all actions upon a simple contract or specialty, must be commenced within six years, and all actions for the recovery of money due by open or unliquidated account must be commenced within three years after the cause of action has accrued.

Married Women.—The widow is entitled to a life estate in the lands of the husband, as follows: If the husband leaves no lineal descendants and his estate is not insolvent, his widow is entitled to be endowed of one half of his lands; and when there are lineal descendants, to one third part thereof, whether the estate be insolvent or not.

All property owned by the wife at the time of her marriage, or to which she may become entitled after the marriage, is her separate estate, and is not subject to the payment of the debts of the husband.

Qualifications for Voting.—Every male citizen of the United States, also such persons as have declared their intention to become citizens, residence for one year in the State, three months in the county, thirty days in the district, town, city, precinct or ward, and twenty-one years of age.

Wills.—Any person 21 years of age can make a will of real estate. Persons of the age of 18 can make a will of personal property. Only $500 worth of property can be bequeathed by a nuncupative will. * All wills (except nuncupative) must be in writing, signed by the testator, or by some person in his presence at his direction. The will must be attested by at least two witnesses, who must subscribe their names in the testator's presence. Wills are recorded in the office of the Judge of the Probate Court.

SPECIAL LAWS OF ARIZONA.

Arrest.—No imprisonment for debt is allowed except in cases of fraud.

Chattel Mortgages may be given upon certain classes

* A nuncupative will is an oral or verbal will made by the testator in his last moments before witnesses and afterwards put in writing.

of property, but must be recorded unless mortgagee retains actual possession of property.

Divorce.—It is necessary to have been a resident of the Territory six months, when a divorce absolute and from bed and board may be granted for these causes: (1) Impotency at the time of marriage; (2) when the female was under fourteen and the marriage was without consent of parents; (3) adultery; (4) extreme cruelty; (5) where consent was obtained by force or fraud; (6) the conviction of either party of a felony after marriage; (7) when the judge decrees the case to be within the reason of the law; (8) habitual intemperance; (9) willful desertion for one year.

Execution may issue at any time within five years from the entry of judgment.

Exemptions.—A homestead with the dwelling, etc., up to $5,000 in value. It cannot be sold or mortgaged without the consent and signature of the wife to the deed of mortgage, and a separate acknowledgment by her.

All spinning-wheels, weaving-looms, with the apparatus, and stoves put up and kept for use in any dwelling-house; pews in churches; lots in cemeteries; arms kept for use; all wearing apparel; the library and school-books not exceeding $150 in value; all family pictures; to each householder ten goats or sheep with their fleeces, and the yarn or cloth manufactured from the same; two cows, five swine, and provisions and fuel for the comfortable subsistence of each householder and family for six months; to each householder all household goods, furniture and utensils, not exceeding the value of $600; the tools, implements, materials, stock, apparatus, team, vehicle, horse, harness, or other things to enable any person to carry on his profession, trade, occupation, or business, not exceeding $600 in value, one sewing-machine and one musical instrument; a sufficient quantity of hay, grain, feed and roots for properly keeping for three months the animals exempted.

Any chattel mortgage or bill of sale of these articles shall be void unless signed by the wife of the owner, if he has one, except tools of trade, etc.

Garnishment.—Debts, etc., owing defendant, may be garnisheed in all cases where attachment may issue.

Interest.—Legal rate, ten per cent. per annum; but parties may agree in writing to any sum.

Judgment of district court is a lien on real estate for

two years. Judgments may be obtained in from ten to forty days after service in district court, and in three days in justice's court.

Limitation expires in ten months on claims against estates; two years on book accounts; four years on notes; and five years on judgments.

Married Women control their own separate estate; may convey land without their husband's joining in conveyance; and are not liable for debts of husband. They may become sole traders by complying with the provision of the law.

Wills.—All persons of the age of 21 can dispose of their property, real or personal, by will. Wills must be in writing, signed by the testator, or by some person, in his presence, at his direction. Wills must be attested by two or more witnesses, who must subscribe their names in the presence of the testator and of each other. Nuncupative wills cannot dispose of property worth over $300, and must be proved by two witnesses.

SPECIAL LAWS OF ARKANSAS.

Arrest.—Allowed when defendant is about to leave the State to defraud creditors. Plaintiff must make affidavit and give bond to defendant, with two securities, to pay damages if wrongfully obtained.

Assignments.—Before the assignee can take possession, sell, or in any way control the assigned property, he must file in the office of the Clerk of the Probate Court a complète inventory and description of the property. He must also execute a bond to the State of Arkansas, in double the value of the property, with sureties, conditioned that the assignee shall execute the trust, and pay the proceeds of the sale of the property to the creditors; he must also file his accounts every year in the same office. Within 120 days after the execution of the bond, the assignee must sell the assigned property at public auction, on 30 days notice.

Chattel Mortgages may be filed and not recorded at

option of mortgagee. Liens from the time of filing. When not recorded they become void at the end of a year, unless an affidavit is filed by the mortgagee, showing the amount of money still due. If the mortgagor be allowed to remain in possession with power of disposition, as to sell, the mortgage is void.

Descent and Distribution of Property.—Real and personal property descends: 1st, to children and their descendants in equal parts; 2d, if no children, then to father, then to mother; if no mother, then to brothers and sisters and descendants; 3d, if none of these are living, then to grandfather, grandmother, uncles, aunts and their descendants in equal parts.

Divorce is given for the following causes: (1) Impotency; (2) willful desertion for one year; (3) where either party had a husband or wife living at the time of marriage; (4) where either is convicted of felony; (5) habitual drunkenness for one year; (6) intolerable cruelty; (7) adultery. The party applying must have resided one year in the State.

Evidence.—Witnesses are not excluded upon the ground of interest; provided, that in actions by or against executors, administrators, or guardians, in which judgment may be rendered for or against them, neither party is allowed to testify against the other as to any transactions with or statements of the testator, intestate, or ward, unless called thereto by the opposite party. Husband or wife cannot testify, either for or against each other, under any circumstances.

Executions may be issued at any time within ten years on a judgment. The lien of a judgment on real estate is three years, and *scires facias* to revive can be brought within that time, or it can be done after the lien has expired up to ten years.

Exemptions.—The personal property of a resident if unmarried or not the head of a family, to the value of $200 (the articles to be selected by himself), or if married, or the head of a family, to the value of $500 as before, in addition to wearing apparel, is exempt.

A homestead outside a city, town or village, owned and occupied as a residence by a married man, or the head of a family, is exempt up to 160 acres, not to exceed in value $2,500. This homestead can in no case be reduced

to less than eighty acres without regard to value. If the homestead is in a city, town or village it shall not exceed one acre of land in extent, or $2,500 in value. It cannot be reduced to less than one quarter of an acre without regard to value.

Garnishment.—All debts owing defendant can be collected by garnishment, except that a laborer can claim $60 wages as exempt from this process.

Interest.—Six per cent. per annum is fixed as the legal rate when no rate is specified in contracts; but parties may contract in writing for any rate not exceeding ten per cent per annum; any greater rate, makes the debt absolutely null and void, both as to principal and interest.

Judgments of a justice are a lien on real estate in that county when filed in the Circuit Clerk's office. Judgments of Circuit Courts are liens on the real estate of defendant situated in the county in which the court is held.

Limitation.—All actions upon account must be brought within three years from the date of the last item in the account, *provided* it is a continuous running account. Actions on notes and other writing, within five years from maturity or date of last credit endorsed thereon; on official bonds of sheriffs, coroners and constables, within four years; on bonds of executors and administrators, within eight years from the time the cause of action accrues; on judgments and decrees, within ten years and not after.

Married Women.—The widow takes one-third of all the lands whereof her husband was seized of an estate of inheritance during coverture, in which she had not relinquished her dower interest. This when the husband has children; when there are no children the widow takes half. The same rule prevails as to personalty, except that she takes an absolute estate in the personalty; all this without reference to debts or creditors. In addition to dower in personalty, the widow takes household and kitchen furniture sufficient for herself and family, one years' supply of groceries and provisions for herself and family, if on hand: and, if the estate is solvent, she may take property, at its appraised value, to the amount of one hundred and fifty dollars; all absolutely.

Qualifications for Voting.—Every male citizen of the United States, also such persons as have declared their intention to become citizens, residence for six months in

the state, three months in the county, thirty days in the district, town, city, precinct or ward, and twenty-one years of age.

Wills.—Persons over 21 can dispose of real estate by will, and persons over 18 of personal property. Wills must be subscribed by the testator, at the end, or by some person at his request. This must be done in the presence of all the witnesses, or the subscription must be acknowledged to them by the testator, who must also declare the paper to be his last will and testament. There must be at least two attesting witnesses, who must sign their names at the end, at the request of the testator, as witnesses. Where the whole will is in the handwriting of the testator, it can be proved by the evidence of three witnesses to the handwriting and signature, without any subscription as witnesses. Nuncupative wills can dispose of only $500. Wills are recorded in the office of the Probate Court.

SPECIAL LAWS OF CALIFORNIA.

Arrest.—The defendant may be arrested—1, In an action to recover money, or damages arising upon contract when the defendant is about to depart from the State with intent to defraud his creditors. 2. In an action for a fine or penalty, or for money embezzled or converted to his own use by a public officer, or an officer of a corporation, or by any person in a fiduciary capacity. 3. In an action to recover the possession of personal property unjustly detained when the property or any portion of it has been concealed so as to prevent its being found by the sheriff. 4. When the defendant has been guilty of fraud in contracting the debt for which the action is brought, or in concealing or disposing of the property for the taking, detention or conversion of which the action is brought. 5. When the defendant has disposed of his property, or is about to do so, with intent to defraud his creditors. The party seeking to have a defendant arrested must file an undertaking, with two sureties in at least $500, in order to meet any damages occasioned by a wrongful arrest.

Assignments are void if preference is given to one class of debts over another; or if they tend to coerce any creditor into releasing or compromising his claim; or provide for the payment of false or fraudulent claims; or give the assigning debtor any right or interest in the property before all debts are paid; or tend to delay creditors in obtaining their money; or exempt the assignee from liability for misconduct.

The assignment is void unless acknowledged and certified in the same way as a deed.

A verified inventory of all creditors, their residences, the debts owing to them, and of the property assigned, must be filed by the debtor within 20 days after making the assignment. The assignment must be recorded within 20 days in the Recorder's office, where the debtor resides. The assignee must give his bond in a sum to be fixed by the County Judge within 30 days after the date of the assignment.

There is also an insolvency law, under which the debtor can petition for a discharge from his debts, provided they are over $300; or any five of the creditors can compel an involuntary bankruptcy.

Chattel Mortgage must be accompanied by an affidavit of all the parties that it is made in good faith and without any design to hinder, delay or defraud creditors. It must be acknowledged and recorded in the county where the mortgagor resides, and also in the county where it is situated.

Descent and Distribution of Property.—Estate descends as follows: If deceased leaves husband or wife and only one child, in equal shares to each; if more than one child, one-third to husband or wife, and remainder to children in equal shares. If there are no children, the surviving husband or wife takes one-half, and the other half goes to decedent's father; if no father living, then to brothers and sisters and mothers in equal shares. Children of deceased brothers and sisters come in for their parent's share. If there is no husband, wife or children or children's children, the whole estate goes to decedent's father; if no father living, then to brothers, sisters and mothers in equal shares; if no sisters or brothers, the mother takes it all to the exclusion of the children of brothers and sisters. If there is a husband or wife sur-

viving and no children, father, mother, brother or sister, the whole estate goes to the surviving husband or wife. If none of these persons are left surviving, the estate goes to the next of kin in equal degrees. If no kindred, the estate escheats to the school-fund of the State.

Divorce.—Is granted for: (1) Adultery; (2) extreme cruelty; (3) willful desertion for one year; (4) willful neglect for one year; (5) habitual intemperance for one year; (6) conviction of felony.

The plaintiff must have been a resident of the State six months.

Execution may issue at any time within five years from the entry of judgment.

Exemptions.—A homestead not exceeding $5,000 in value, selected by husband or wife. The homestead of an unmarried person, not exceeding $1,000 in value.

The following personal property is exempt: Chairs, tables, desks and books to the value of $200; necessary household table and kitchen furniture, including one sewing-machine, stoves, stove-pipes and stove furniture, wearing apparel, beds, bedding, bedsteads, hanging pictures, oil-paintings or drawings by any member of the family, family portraits and their frames; provisions actually provided for the family sufficient for three months: three cows with their sucking calves; four hogs with their sucking pigs; and their food for one month; farming utensils; two oxen, or two horses, or two mules, and their harness; one cart or wagon; and food for such animals for one month; also seed-grain or vegetables, reserved or on hand for planting within six months, not exceeding $200 in value; seventy-five bee-hives, and one horse and vehicle belonging to a person maimed or crippled and necessary for his business. Tools or implements of a mechanic or artisan; notary's seal; office furniture and records, instruments and books, etc., of surgeon, physician, music-teacher, surveyor or dentist; professional libraries and furniture of attorneys and judges, and libraries of ministers, editors and school and music-teachers; a miner's cabin, not over $500 in value, with his tools, etc., necessary for his business and not over $500 in value, and two mules, horses, or oxen, and the miner's derrick, not over the value of $1,000. Two oxen, horses or mules and their harness and food for one month, and one cart, wagon, dray, truck,

coupe, hack or carriage for one or two horses, by the use of which, a cartman, drayman, truckman, huckster, peddler, hackman, teamster, or other laborer earns his living; and one horse, vehicle, and harness, used by surgeon, physician, constable or minister of the Gospel. Poultry worth not more than $25. Earnings for last thirty days, where necessary for support of family; nautical instruments and apparel of sailors; life insurance policies with annual premium of not more than $500; fire-arms required to be kept by law, and one gun; lots, etc. in cemeteries.

Garnishment.—Debts, etc., owing defendant may be garnisheed in all cases where attachment may issue.

Interest.—Any rate of interest may be agreed upon. There are no usury laws, but in the absence of an agreement, interest runs at the rate of seven per cent. per annum.

Judgment when docketed, becomes lien for two years from docketing on all property held or acquired within that period. May be docketed by transcript in any county.

Limitations.—No action for the recovery of real property, or for the recovery of the possession thereof, can be maintained, unless it appears that the plaintiff, his ancestor, predecessor, or grantor was seized or possessed of the property in question within five years before the commencement of the action. Actions other than for the recovery of real property must be brought as follows: upon a contract in writing executed in this State, four years; if the contract is not in writing, or is in writing but executed out of the State, action upon it must be brought in two years. This limitation applies to promissory notes and to bills of exchange. When it is desired to recover a balance due upon a mutual, open, and current account, where there have been reciprocal demands between the parties, the time commences to run from the time of the last item on either side. If a person entitled to bring an action, be, at the time the cause of action accrued, either, 1, Within the age of majority; 2, Insane; 3, Imprisoned on a criminal charge, or in execution under the sentence of a criminal court, for sentence less than life; or, 4, A married woman and her husband be a necessary party with her in commencing the action; the time of such dis-

ability is not a part of the time limited for the commencement of the action.

The acknowledgment or promise sufficient to continue or revive a debt must be in writing, signed by the party to be charged.

Married Women.—Dower is abolished. A married woman may enter into any engagement with her husband or with a third person, respecting property, as if unmarried. She may sue without her husband, in actions concerning her separate property, and when she is living apart from her husband, by reason of his desertion, or by agreement in writing, she may sue or be sued alone.

Qualifications for Voting.—Every native male and every male naturalized citizen of the United States who shall have become such ninety days prior to any election, one year's residence in the State, ninety days in the county, thirty days in the district, town, city, precinct or ward, and twenty-one years of age. It is provided, that no native of China shall ever exercise the privileges of an elector.

Wills.—All persons 18 years of age, including married women without their husband's consent, may make wills of all their property real and personal. Wills must be in writing signed by the testator or some person in his presence and by his direction. They must be attested by two witnesses who must subscribe their names as witnesses in the presence of the testator and of each other. A nuncupative will cannot dispose of more than $1,000; it must be proved by two witnesses, and reduced to writing within 30 days. A will entirely in the handwriting of the testator is valid

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SPECIAL LAWS OF COLORADO.

Arrest.—Imprisonment for debt is abolished. No civil action can be begun by arrest, but in actions founded upon a tort, if the finding shall be for the plaintiff, and the verdict also state that in committing the tort the defendant was guilty of malice, fraud or willful deceit, then execution may issue against the body of the defendant.

The court fixes the time of imprisonment for a term not to exceed one year; the defendant to be released on payment of the judgment.

Assignments.—The ordinary rules of the common law are in force. There are no statutes on the subject of assignments or insolvency.

Chattel Mortgages.—Must not be given for more than two years, and after it is due the mortgagee must not delay in taking possession, or his lien will be lost as to third parties. Any mortgagor who sells such chattels without informing the purchaser of the mortgage, may be compelled to pay the purchaser twice the value of the chattels. It is also larceny.

Descent and Distribution of Property.—Estate descends to the surviving wife or husband, provided there are no children or children's children. If there are children or their descendants, the surviving husband or wife takes one half the estate, and the other half goes to the children in equal shares, the children of deceased children taking the share of their parent. 1st, If there is no husband or wife the children take all the estate in equal shares; 2nd, if there are no children or descendants, then to father; if no father, to mother; if no mother, then to brothers and sisters and descendants of brothers and sisters; 3d, if none of these living, then to grandfather, grandmother, uncles, aunts and their descendants in equal parts; 4th, if none of these living, then to nearest lineal ancestor and their descendants.

Divorce is given for the following causes: (1) impotency at time of marriage; (2) husband or wife living at time of marriage; (3) adultery; (4) willful desertion and absence for one year; (5) willful desertion and absence from the State without intention of returning; (6) failure of husband to support for one year; (7) habitual drunkenness for one year; (8) extreme cruelty; (9) conviction of felony. Plaintiff must have resided one year in the State.

Evidence.—The admission of evidence in civil actions is governed by the rules of the common law as amended by the state general laws and civil code. The printed statute books and reports of the United States and the several States and Territories, may be read as evidence of such acts and decisions. In actions by co-partners, not necessary to prove partnership or christian name or sur-

names of partners, joint payees or obligees; in such cases misnomer, misjoinder, or non-joinder must be plead in abatement by defendant. Contents of lost instruments may be proved by parole, after making proof of loss. Witness not disqualified by reason of interest in event of suit, or conviction of crime, except when the adverse party sues or defends as trustee or conservator of an idiot, lunatic, or distracted person, or as the executor or administrator, heir, legatee, or devisee of any deceased person, or as guardian or trustee of any such heir, legatee, or devisee except under certain conditions named in the statute. In proving items in books of account, it must appear that it is a book of original entry; that the entries testified to were made by the witness, and are true and just; or that the same were made by a deceased person or by a disinterested person, a non-resident of the State at the time of the trial, and were made by such deceased or non-resident person in the usual course of trade and of his duty or employment to the party testifying; and upon such showing the account book and entries are admitted as evidence in the case. Husband and wife can only testify for or against each other, without the other's consent, in cases where the civil action or proceedings is by one against the other, or a criminal action or proceeding committed by one against the other. Adverse party may be compelled to testify. Foreign judgments must be proved as by common law. In actions by residents or non-residents, claims are proved by a witness or witnesses in open court, or by deposition or depositions taken according to law. Promissory notes and other instruments in writing for the payment of money, or which by statute are made negotiable, need no proof of their execution, unless such execution is denied under and by a plea verified by affidavit.

Executions.—Executions against property issue at once, unless there is an appeal with security. They may issue to any county in the State, and when issued, are liens on the personal property of the judgment debtor in that county.

Exemptions.—The homestead of value not exceeding $2,000.

Personal property is exempt, as follows: Household furniture, not exceeding $100; provisions for six months;

tools, implements, or stock-in-trade, not over $200; library and implements of professional man, not over $300; working animals to the value of $200; one cow and one calf, ten sheep and necessary food for them for six months; farm wagon, cart, or dray; one plow, one harrow, and other farm implements, including harness and tackle for team, not over $50 in value.

Garnishment.—Any person owing a debt to attachment defendant is subject to have such debt attached by writ of garnishment at or any time after attachment writ is issued before judgment, and he is likewise subject to garnishment after judgment on issuance of proper writ. No money owing on negotiable instrument is liable to garnishment before due.

Interest.—The legal rate where there is no agreement between the parties is ten per cent. per annum. Parties may stipulate for the payment of a higher rate of interest, and any such stipulation, contained in any instrument of writing, may be enforced in any court in this State.

Judgments are liens on the real estate of the judgment debtor (not exempt) in the county where docketed for six years, provided execution is issued within one year, but transcript of judgment docket must be filed in the office of the county clerk to perfect such lien unless execution be levied.

Limitations.—The limitation on notes, accounts, bonds, &c., when cause of action accrued within the State, is six years. When the cause of action accrued without the State upon a contract or agreement, or upon any sealed instrument, or judgment, or decree of any court, the limitation is also six years.

Married Women.—A married woman may transact business the same as if sole; may dispose of her personal and real estate, or make any contract in relation to the same, without her husband's consent, and may sue and be sued, as if sole; and may convey her real estate without her husband joining in the deed with her; and her acknowledgment to such deed may be taken in the same way as her husband's. Executions may issue against her property on judgments obtained against her. She can make contracts in her own name, buy goods, give notes in settlement of purchases, can do any business the same as if sole, and bind her own separate property, real

and personal. In all actions against her, except concerning her own property, her husband must be joined with her as a co-defendant. Dower is abolished.

Qualifications for Voting.—Every male citizen of the United States, every person who has declared his intention not less than four months before he offers to vote, six months' residence in the State, in the county, etc., such time as may be prescribed by law, and twenty-one years of age. It is provided that no person shall be denied the right to vote at any school district election, or to hold any school district office, on account of sex.

Wills.—Males of the age of 21 years and females of the age of 18 may dispose of all their property by will. Any person 17 years of age may make a will of personal property. A married man cannot deprive his wife of over half his property, and a married woman, without her husband's consent in writing, cannot will more than one-half of her property away from her husband. Wills devising lands must be in writing, and signed by the testator, or by some person in his presence at his request. There must be two attesting witnesses who must sign in the presence of the testator. Wills are recorded in the county courts.

SPECIAL LAWS OF CONNECTICUT.

Arrest.—No arrest can be made for debt when there has been no fraud on the part of the debtor.

Assignments.—Preferences are not allowed. Wages for work done within three months are preferred over all other debts, to the amount of $100. in each case.

Any creditor with a claim of at least $100, which he cannot collect after suit and execution, can apply to a Court of Probate for the appointment of a trustee in insolvency of the debtor's property. If this application is granted, the trustee takes possession. An allowance is made for the support of the debtor's family. If he pays 70 per cent. of all debts, he receives a full discharge.

Chattel Mortgage to be good must be recorded within a reasonable time in the Town Clerk's office.

Descent and Distribution of Property.—One-third of the personal property goes to the widow absolutely; one-third of the real estate goes to her for life as dower. The remainder of the estate, real and personal, goes to the children in equal shares, the child of a deceased child taking his parent's share.

If there are no children or their descendants, one-half of the personal estate goes to widow absolutely, and one-third of real estate for life, and the residue of the estate equally among the brothers and sisters; if no such, then to parent or parents; if no parents, then to brothers and sisters of the half blood; if no such, then to next of kin of equal degree in equal shares.

Divorce is granted for: (1) Adultery; (2) fraudulent contract; (3) willful desertion for three years; (4) seven years' absence; (5) habitual intemperance; (6) intolerable cruelty; (7) sentence to imprisonment for life; (8) any crime involving a violation of conjugal duty and punishable by imprisonment.

The plaintiff must have resided three years within the State.

Evidence.—Interest in the result of action, either as a party to the suit, or in any other way, does not disqualify a witness. Conviction for crime does not disqualify a witness. Interest in the result of an action, or conviction of crime, may be shown for the purpose of affecting his credibility as a witness. Any party to a civil action may compel any adverse party to testify as a witness in his behalf, in the same manner and subject to the same rules as other witnesses. When any witness in a civil action lives out of the State, or more than twenty miles from the place of trial, is going to sea or out of the State, or by age or infirmity is unable to travel to court, or is confined in jail, his deposition, properly taken, is admissable.

Executions issue at any time after final judgment returnable in sixty days, and may be renewed or an *alias* issued.

Exemption.—Necessary apparel and bedding, and household furniture necessary for sustaining life, arms, military equipments, uniforms, or musical instruments, owned by any member of the militia for military purposes, any pension money received from the United States, while in the hands of the pensioner, implements of the

debtor's trade, library, not exceeding $500 in value, one cow, not exceeding $150 in value, two sheep, not exceeding in all $150 in value, two swine and the pork produced from two swine, or two swine and two hundred pounds of pork, of the property of any one person having a wife or family, twenty-five bushels of charcoal, two tons of other coal, two hundred pounds of wheat flour, two cords of wood, two tons of hay, two hundred pounds each of beef and fish, five bushels each of potatoes and turnips, ten bushels each of Indian corn and rye, and the meal or flour manufactured therefrom, twenty pounds each of wool and flax, and the yarn or cloth manufactured therefrom, one stove and the pipe, the horse of any practising physician and surgeon, of a value not exceeding $200, and his saddle, bridle, harness, and buggy, one boat, owned by one person and used by him in planting and taking oysters, clams, or shad, together with sails, tackle, and rigging, and implements used in the business, not exceeding in value two hundred dollars, one sewing machine, owned by the person using it or one having a family, one church pew and lots in the burying ground, all benefits allowed by any association of persons in cases of members being incapacitated by sickness or infirmity from attending to their usual business, so much of any debt which has accrued by the personal services of the debtor as shall not exceed $10, or if he have a wife or family, as shall not exceed $25; except in suit brought to recover for house rent, provisions, wearing apparel, or fuel, $10 only is exempt, and in suits to recover for board, $3 is exempt.

Garnishment.—All sums owing defendant and effects concealed in the hands of an agent or trustee of defendant, may be attached by garnishee process and held to answer the judgment.

Interest is allowed at six per cent. and whatever taxes may be assessed on the loan. If a greater rate is actually paid, there is no penalty.

Judgment.—When lain dormant for twenty years, the presumption arises that it has been satisfied, unless a sufficient reason is given for such forbearance.

Limitations.—Actions on contracts under seal and non-negotiable notes must be brought within seventeen years, next after right of action on the same shall accrue. Scire facias against garnishee must be brought within one

year. Actions on book debt, or actions founded on proper subjects of book debt, implied contracts, written contracts not under seal, and negotiable promissory notes, must be brought within six years next after right of action accrues.

Married Woman has a dower in the property of her husband, of which he is possessed at the time of his death. She can do business in her own name, and while so doing can sue and be sued.

Qualifications for Voting.—Every male citizen of the United States, twenty-one years of age, who shall be able to read any article of the Constitution, or section of the statutes of the State, and of good moral character; one year's residence in the State, six months in district, town, etc.

Wills.—Persons 18 years of age can dispose of all their property, real and personal, by will. Married women may make wills subject to the rights of their husbands to curtesy in their land. All wills must be in writing subscribed by the testator. There must be three attesting witnesses, who must subscribe their names in his presence and in the presence of each other. Wills must be offered for probate within ten years after death. They are recorded in the Probate Court.

SPECIAL LAWS OF DAKOTA.

Arrest or imprisonment for debt not allowed except in cases of fraud and non-residents.

Assignments.—Preferences are not allowed. The assignment is void if it prefers creditors; if it tends to coerce any creditor into releasing or compromising his claim, or if it provides for the payment of any false or fraudulent claim. It does not discharge the debtor without the consent of all the creditors.

The assignment must be acknowledged and certified in the same manner as a deed of real estate. The debtor must make a full and true inventory, which he must swear to. The assignment and inventory must be filed with the Register of Deeds of the county where the debtor resides, within 20 days after the date of the assignment.

The assignee's bond must be given to the Territory, and in double the value of the assigned property. It must be filed within 30 days in the same office as the inventory.

Chattel Mortgages.—Must be filed in the office of the Register of Deeds of the county. Good for three years. May be renewed by refiling a copy together with an affidavit stating the amount due on the mortgage. This is good for three years more. A chattel mortgage must be signed by the mortgagor in the presence of two witnesses who must also sign as such.

Descent and Distribution of Property.—If there is a surviving husband or wife, and only one child, in equal shares to each; if more than one child, one-third to husband or wife, and remainder to children in equal shares. If no children, the surviving husband or wife takes one-half; the other half goes to decedent's father; if no father living, then in equal shares to the brothers and sisters and mother. If no children, or husband, or wife, the whole estate goes to father; if no father, to the persons aforesaid. If there are no brothers or sisters, the mother takes it all. If there is a surviving husband or wife, and no children, father, mother, brother, or sister, the whole estate goes to such husband or wife. If none of these, then to the next of kin.

Divorce.—Causes: (1) Adultery; (2) extreme cruelty; (3) willful desertion; (4) willful neglect; (5) habitual intemperance; (6) conviction for felony.

The plaintiff must have resided ninety days in the Territory.

Executions.—Issue at any time within five years as of course, after on leave of court. If the action is one in which an order of arrest was granted, an execution against the person of the defendant will issue. Real estate sold may be redeemed within one year.

Exemptions.—A homestead, if in a town, must not exceed one acre, and if not in a town, it must not exceed 160 acres, without limitation as to value.

Personal property exempt: All family pictures; pew in church; lot in burial-ground; family Bible, and all school-books used by the family, and the family library, to the value of $100; all wearing apparel; provisions and fuel for one year. In addition to this the debtor can select from his other personal property, any goods, chattels, money,

etc., which he pleases, to the amount of $1,500, which property is also exempt. Instead of this $1,500, there is an enumeration of articles he may take in its place.

Garnishment.—No garnishee law. Debts owing may be attached under the Attachment law.

Interest.—Seven per cent. where no agreement, but twelve may be reserved. If more reserved, none can be collected, and if paid, the excess may be recovered back.

Judgments of a court of record or justice's court, when transcript is filed with clerk of court, are liens on all real estate except the homestead for ten years. They may be obtained in uncontested cases thirty days after service of summons in district courts and four days in justice's courts. Supplementary proceedings may be had when execution is returned unsatisfied.

Limitations expire in twelve months on claims against deceased persons; six years on book accounts and notes; and twenty years on judgments.

Married Women control their own separate estate; they may make contracts, sue and be sued, as if *sole*. Dower and curtesy are abolished.

Wills.—Any person 18 years of age can make a will of all their property. Wills must be in writing subscribed by the testator at the end, or by some person in his presence and by his direction. This must be done in the presence of two witnesses, or be acknowledged by the testator to them. He must declare the instrument to be his will. The witnesses must subscribe their names as such at the request of the testator and in his presence. They should write their place of residence after their names. A married woman may will her property without her husband's consent. Wills are recorded in the office of the Probate Judge.

SPECIAL LAWS OF DELAWARE.

Arrest.—In aid of civil proceedings, lies in cases of fraud, force, libel, slander, &c.

Assignments.—Preferences are not allowed. Assignments should be acknowledged before a Notary Public,

and filed in the office of the Register of the Court of Chancery. Within thirty days after the date of the assignment, the assignee must file a sworn schedule of the property. The Chancellor appoints two appraisers, who file an inventory and appraisement. The assignee must give a bond to the State with sureties, in double the value of the property as appraised. The assignee must render his account one year from the date of the bond.

Chattel Mortgages.—Must be recorded within ten days after their acknowledgment. Good for three years as a lien. Must then be renewed. The mortgagor cannot remove the property from the county.

Descent and Distribution of Property.—Real estate descends: 1st, in equal shares to the children; 2d, if none, then to brothers and sisters; 3rd, if none, then to father; 4th, if no father, then to mother; 5th, if no mother, then to next of kin. Real estate, however, is subject to the dower of the widow, one-third to her for life if there are any children; one-half for life if there are no children. Also subject to curtesy of the husband, that is, whole for life; even if no child was born, the husband is entitled to one-half for life.

Personal property goes: 1st, to children of intestate; 2d, if none, then to brothers and sisters in equal shares; 3d, if none, then to brothers and sisters of the half blood; 4th, if none, then to father; 5th, if none, then to mother; 6th, if none, then to next of kin. *Provided* that if intestate be a married woman, her husband shall have all. If intestate leave a widow, she is entitled to one-third absolutely if there be children, or, if none, to one-half absolutely; if no kin, to whole personal estate.

Divorce.—Causes: (1) Adultery; (2) desertion for three years; (3) habitual drunkenness; (4) impotency at time of marriage; (5) extreme cruelty; (6) conviction for felony. Either absolute or from bed and board, at discretion of court, for (1) fraud in contracting the marriage, or (2) willful neglect to provide.

Divorces obtained in other States, for causes not permitted in Delaware, will be of no force in this State.

Executions.—May issue upon judgments within five years without revival; and otherwise as at common law.

Exemptions.—Family Bible; school-books and family library; pictures; pew in church; lot in burial-ground;

wearing apparel; tools, implements, and fixtures, necessary to carry on a trade, up to the amount of $75 in New Castle and Sussex Counties, and $50 in Kent County. Household goods, up to $200 in value, in New Castle County, and $100 in Kent and Sussex Counties, are exempt. No homestead laws.

Garnishment.—After judgment, may be made of debts due defendant, except for wages, only one-half of which may be attached.

Interest.—The legal rate is six per cent.; the penalty for usury is the forfeiture of the whole sum lent.

Judgments become liens from entry, in strict priority.

Limitations.—All actions of account, trespass, replevin, detinue, or debt not founded on specialty or record, must be brought within three years from the accruing of the right of action, and in case of bills of exchange, promissory notes, or acknowledgments.

Actual seizin within 20 years is necessary to maintain an action for the recovery of lands, tenements, or hereditaments. Right of equity barred after 20 years.

Married Women.—The real and personal property of a married woman, which she has at the time of her marriage, or which she shall acquire from any person other than her husband, shall be her sole and separate property, and is not liable for the debts of her husband. She is entitled to wages for personal labor, and may sue in her own name for the same. She may make contracts in respect to her own property, and prosecute and defend suits in regard to it. She may give a bond or warrant of attorney, and dispose of her property, real and personal, by will, without the consent of her husband.

Qualifications for Voting.—Every male citizen, one year in the State, one month in the county, twenty-one years of age, who has, if twenty-two years or upwards, paid a county tax assessed six months previous to election.

Wills.—Persons of the age of 21 years may make wills of all their property. Married women may make wills with the consent of their husbands in writing under seal in the presence of two witnesses. Wills must be in writing signed by the testator or by some person in his presence and by his direction. There must be two or more attesting witnesses. Wills are recorded in the office of the Register of Wills.

SPECIAL LAWS OF DISTRICT OF COLUMBIA.

Arrest.—No person shall be held to bail in the District in any action of debt, assumpsit, or other action formed on any contract or agreement, or in any proceeding in equity brought for enforcing payment of any debt, or of any sum of money claimed to be due by reason of any contract or agreement.

Assignments.—Preferences allowed. The common law prevails. No statutes on insolvency.

Chattel Deeds of Trust.—No goods or chattels whereof the vendor, mortgagor, or donor, shall remain in possession, shall pass, or any property thereof be transferred to any purchaser, mortgagee, or donee—except as between the parties thereto—unless by writing, duly acknowledged, and recorded within twenty days.

Descent and Distribution of Property.—Lands descend: 1st, to children equally; 2d, if no child, and the estate came from father, to the father; 3d, if not living, then to brothers and sisters; 4th, if no paternal ancestor or descendants, then to mother. If the estate was derived by purchase, and there are no children, it goes to the brothers and sisters of the whole blood; if none, to the brothers and sisters of the half blood; if none, then to father; if no father, then to mother; if none living, then to grandfather on father's side or his descendants; then to grandfather on mother's side or his descendants.

Personal property goes as follows: Where intestate leaves a widow, but no child, parent, grandchild, brother or sister, widow is entitled to whole. If there are no children, the widow is entitled to one-half; if children, to one-third. Residue goes to children in equal shares; if no children, then to father; if no father, the mother, brothers and sisters take equally; if no brothers or sisters, mother takes the whole.

Divorce may be either partial or absolute. Causes: (1) Adultery; (2) cruel treatment; (3) willful desertion and abandonment for three years.

Plaintiff must have resided two years in the district.

Exemptions.—Wearing apparel; beds; bedding; house-

hold furniture; stoves; utensils, etc., not exceeding $300 in value; provisions for three month's support; fuel for three months; tools and implements of trade, up to $200 in value; stock up to $200, for carrying on business; library and implements of a professional man or artist, to value of $300; one horse, one mule, or yoke of oxen; one cart, wagon or dray, and harness; farming utensils and farming tools, up to $100 in value; family pictures and library, up to $400 in value; one cow, one swine, six sheep, the earnings of married residents who provide for support of a family, for two months, not to exceed $100 each month.

Garnishment.—May issue upon judgments against property of residents. May also issue at the commencement or during pendency of suit, upon the affidavit of the plaintiff, his agent or attorney, supported by one or more witnesses, showing the ground on which the plaintiff's affidavit is based, and setting forth that he has a just right to recover what is claimed in the declaration, and also stating either, 1st, that the defendant is a non resident; 2d, that defendant evades service of ordinary process by concealment or temporary withdrawal from the District; or 3d, that defendant has removed, or is about to remove some of his property from the District so as to defeat just demands against him. A bond with surety, to be approved by the clerk, must be filed, to make good all costs and damages to the defendant. The facts stated in the affidavit may be traversed by counter affidavits upon motion to quash, and the application heard at chambers upon three days' notice. The property attached may be discharged upon filing an undertaking, with surety, to pay final judgment.

Interest.—The legal rate where no particular rate is specified, is 6 per cent.; 10 per cent., or any less rate, may be contracted for in writing. If any greater rate than 10 per cent. be received upon agreement in writing, or any greater than 6 per cent. by oral agreement, the whole interest will be forfeited.

Judgments.—Of the Supreme Court of the District of Columbia, are liens upon the real estate of the defendant of which he holds the legal title from time of rendition; but where defendant has only an equitable title, a bill in equity must be filed to make the judgment a lien.

Limitations.—All actions on simple contracts, case, debt, replevin, &c., must be brought within three years after the time when such cause of action accrued; and upon bill, bond, judgment, recognizance, or other specialty, within twelve years. Judgments of Justices of the Peace are barred after the lapse of three years. No exceptions in favor of absent parties.

Married Women.—The right of any married woman to real or personal property belonging to her at the time of marriage, or subsequently acquired otherwise than from her husband, is as absolute as if she were unmarried, cannot be disposed of by her husband, and is not liable for his debts. She may convey, devise, and bequeath, the same as though she were unmarried; and she may contract, sue, and be sued, in her own name, in all matters relating thereto, in the same manner as if she were unmarried. Neither the husband nor his property is bound by any such contract, made by a married woman, nor liable for any recovery against her in any such suit, but judgment may be enforced by execution against her sole and separate estate in same manner as if she were unmarried.

Wills.—Males of the age of 21 years and females of the age of 18 may make wills of land. Wills must be in writing, signed by the testator, or by some person in his presence by his direction. They must be attested and subscribed in the presence of the testator by three or four witnesses.

SPECIAL LAWS OF FLORIDA.

Arrest.—There is no statute authorizing the arrest of defendant in civil action.

Assignments.—Preferences allowed. No insolvent laws.

Chattel Mortgages.—No mortgage of personal property shall be effectual or valid to any purpose whatever unless recorded in the county where the property is. An attachment may be issued if the mortgagor should attempt to remove the mortgaged property out of the county in order to defeat the lien of mortgagee.

Descent and Distribution of Property.—Real estate descends: 1st, to children or their descendants; if none, to father; if no father, then to mother, brothers and sisters, or descendants; if no brothers or sisters, the real estate is divided into equal parts, one of which shall go to the paternal kindred and the other to the maternal kindred; first to the grandfather; if none, then to grandmother, uncles and aunts.

Personal property goes the same way. If a married woman leaves a husband and children, the husband shares the whole estate real and personal, equally with the children; if no children, the husband takes all. If a husband dies intestate, without children, the widow takes the whole estate.

Divorce is granted for the following causes: (1) Where either party had a husband or wife living at time of marriage; (2) within the degrees of relationship forbidden; (3) impotency; (4) adultery; (5) extreme cruelty; (6) habitual indulgence in violent and ungovernable temper; (7) habitual intemperance; (8) willful, obstinate, and continued desertion for one year.

Plaintiff must have resided in State two years. No partial divorce granted.

Executions.—*Scire facias* to revive judgments on which execution may issue may be brought at any time within twenty years; execution may issue at any time within three years after rendition of judgment.

Exemptions.—A homestead to the extent of 160 acres, or of one-half an acre, if within an incorporated city or town, and owned by the head of a family. It cannot be sold by the owner without his wife's consent. Personal property to be selected by the owner to the amount of $1,000.

Garnishment.—By garnishment the debts owing the defendant may be collected and the proceeds held to answer any judgment which may be obtained, if not due to the head of a family residing in the State for personal labor and services, and taken advantage of by such head of a family.

Interest.—There is no law against usury. Where no interest is specified it is eight per cent.

Judgment is a lien upon the real estate of the debtor in the county where rendered, and if recorded in any county where the debtor has real property.

Limitations.—Actions to recover lands, seven years. Coverture, infancy, insanity, or imprisonment prevents the running of the statute of limitations while such disability continues. Actions upon a judgment or decree of any court, State or Federal, or upon any instrument under seal, twenty years; not under seal, five years: an action upon a liability created by statute other than a penalty or forfeiture, trespass on real property, three years. Injury to real or personal property, damages for fraud, beginning from its discovery, breach of contract not founded on an instrument of writing, three years. Actions to recover the value of goods, as on a merchant's account, four years.

Married Women.—The separate property of married women is protected as against any debts or power of alienation by the husband, just as though they had not married. They may become free dealers by leave of Circuit Court, and answerable for debts, etc., and may also bind their separate property by pledging the same in writing to answer any particular debt or demand, or where their estate is thereby benefited.

Qualifications for Voting.—Every male citizen of the United States, every person who has declared his intention, one year in the state, six months, in the county, and twenty-one years of age.

Wills.—Persons of the age of 21 years may dispose of their land and personal property by will. Wills must be signed by the testator, or by some person in his presence and by his direction. They must be attested and subscribed in the presence of the testator by three or more witnesses. A nuncupative will must be reduced to writing within six days and sworn to before a judicial officer; otherwise it cannot be proved after six months.

SPECIAL LAWS OF GEORGIA.

Arrest.—Imprisonment for debt prohibited. Bail in trover is allowed, and arrest if party fails to give security or produce the property.

Assignments.—Preferences allowed, except that limited partnerships cannot make preferential assignments. Any

reservation in the assignment of a benefit to the debtor, or to any person for him, makes it void.

Chattel Mortgages must be filed within thirty days after execution.

Descent and Distribution of Property.—If a wife leaves a husband and no children, the husband takes all the estate; if there are children, he takes an equal share with them. If a husband leaves a widow and no children, the wife takes all the estate; if there are children, the wife takes an equal share, unless there are more than five, in which case she takes one-fifth. The children share the balance equally, the descendants of deceased children taking their parent's share. If there is no widow, or surviving husband, or child, the father, brothers and sisters of the decedent take equally. If there is no father, but a mother, she inherits in place of father, if she is a widow. First cousins, uncles and aunts inherit equally in case there are none of these persons.

Divorce, either absolute or partial, is granted for: (1) Intermarriage within prohibited degrees of affinity; (2) mental incapacity at time of marriage; (3) impotency at time of marriage; (4) force, fraud, or menace, in obtaining the marriage; (5) pregnancy of wife at time of marriage unknown to husband; (6) adultery; (7) willful desertion for three years; (8) imprisonment for two years; (9) cruel treatment; (10) habitual intoxication.

Execution may issue at any time after judgment is signed and filed, and is returnable to the next term after being issued; may be stayed for sixty days by giving bond and security within four days after the adjournment of the court, if judgment is over $30; if less than $30, forty days.

Exemptions.—The property, real or personal, or both, of the head of a family, or a guardian of minor children, or of infirm or aged person, or of a person having the care and support of a dependent female, to the aggregate amount of $1,600. If this exemption is not claimed, there are other exemptions of specific articles allowed.

Garnishment.—By garnishment, debts owing defendant may be collected and proceeds held to answer any judgments which may be obtained.

Interest.—Seven per cent., but as high as 8 per cent. valid if contracted for in writing.

Judgments have a lien from their date upon all the property of the defendant, real and personal, not specially exempt; promissory notes in the hands of the defendant are not subject to the lien of a judgment, nor are choses in action unless made so by statute. When any person has *bona fide*, and for a valuable consideration, purchased real or personal property, and has been in the possession of such real property for four years, or of such personal property two years, the same shall be discharged from the lien of any judgment against the person from whom he purchased.

Limitation.—For open accounts, four years; notes, etc. six years; sealed instruments, twenty years; judgments to be kept open and retain their lien must have execution issued thereon within seven years, or they become dormant. Execution must be levied or have some entry made thereon by the sheriff or other ministerial officer every seven years, or the judgment becomes dormant. Dormant judgments may be revived within three years. A promise to renew or revive the debt must be in writing, in the handwriting of the debtor, or signed by him or some one authorized by him.

Married Women.—All property of the wife in possession at the time of marriage or afterwards acquired by her is her separate property, and not liable for the payment of any debts, defaults, or contracts of the husband. Wife can contract in reference to her separate estate for her own debts, but she cannot bind her separate estate by any contract of suretyship, whether in behalf of her husband or any other person. "Any sale of the wife's property in payment of her husband's debts is absolutely void," and though she consents at the time, she can repudiate it and recover the property from any one buying with knowledge of her interest, or knowingly receiving her money for her husband's debts.

Qualifications for Voting.—Every male person born or naturalized in the United States, such as have declared intention, six months in the State, thirty days in the county, twenty-one years of age, and who has paid all taxes, for year preceding.

Wills.—Persons must be of the age of 21 years in order to make a will. All wills must be signed by the testator, or by some person in his presence by his direction. They

must be attested and subscribed in the presence of the testator by three or more witnesses. Wills are recorded in the office of the Court of Ordinary.

SPECIAL LAWS OF IDAHO.

Arrest and imprisonment for debt is allowed in cases of fraud.

Assignments.—Preferences are not allowed. The assignment must include all the debtor's property, and for the benefit of all his creditors. The acceptance of a dividend by a creditor operates as a full discharge of the debtor.

There is an insolvency law, which provides that the debtor may draw up a petition to the District Court. A schedule of his property and debts should be annexed. If the petition is allowed, an assignee is appointed by the creditors. The assignment should be filed with the Clerk of the Court.

Chattel Mortgage must state the residence of the mortgagor and the mortgagee. There must be an affidavit attached to the mortgage when it is recorded to the effect that it was made without any design to hinder, delay or defraud creditors.

Descent and Distribution of Property.—If there be a widow or surviving husband and one child, in equal shares to each; if more than one child, one-third to the surviving husband or widow, and residue to children in equal shares. If no children, the estate goes in equal shares to the surviving husband or widow, and decedent's father; if no child, or husband, or wife, the father takes the whole estate; if no father, to the mother, brothers and sisters of decedent, in equal shares; if no brothers or sisters, to the mother. If there is left no child, father, mother, brother or sister, the widow or surviving husband takes the whole estate. In default of any of these persons, to the next of kin; if no kindred, to the school-fund of the Territory.

Divorce.—Causes: (1) Impotency at time of marriage;

(2) where the female was under fourteen and married without the consent of her parents; (3) adultery; (4) extreme cruelty; (5) habitual intemperance for two years; (6) willful desertion for one year; (7) willful neglect to provide; (8) fraud or force in obtaining the marriage; (9) conviction and sentence for two years or longer. The plaintiff must have resided six months in the Territory.

Executions—On judgments *for money* may issue at any time within five years from entry thereof, and not after five years, but on all other judgments may issue by leave of court, or by judgment for that purpose on supplemental pleadings.

Exemption.—Homestead, $5,000; also necessary household furniture, farming utensils, tools of trade, professional library, etc. Similar to California.

Interest.—Legal rate ten per cent.; but parties may agree to any rate not exceeding eighteen per cent. per annum.

Judgments are liens from the date of docketing, and continue for two years. They may be obtained in from ten to forty days in district court; in from three to fifteen days in justice's courts; and in ten days in probate court; Supplementary proceedings may be had on the return of an unsatisfied execution.

Limitation expires on claims against deceased persons in ten months after publication of notice to creditors; four years on book accounts; five years on notes; six years on judgments.

Married Women.—The husband controls the separate estate of the wife, but the separate estate of the wife is not liable for his debts. The note of a married woman does not bind her separate estate.

Wills.—All persons over the age of 21 may dispose of all property by will, except that the widow is entitled to one-half of the common property. Persons over 18 can make a will of personal property. Wills must be in writing signed by the testator, or by some person in his presence by his direction, and must be attested by two or more witnesses at the request of the testator in his presence and in the presence of each other. Wills are recorded in the Probate Clerk's office.

SPECIAL LAWS OF ILLINOIS.

Arrest.—A debtor is not liable to arrest for debt except upon charge and proof of fraud.

Assignments.—Preferences are not allowed. If a preference is given, it does not make the assignment absolutely void, but the assets are distributed proportionately.

The assignment must be acknowledged and recorded in the county where the debtor resides.

An inventory of the creditors, the debts owing to them, and the property assigned, must be annexed to the assignment by the debtor. The assignee must file his sworn inventory in the County Court, and give bonds in double the value of the property. He then gives notice, by publication for six weeks, for creditors to present their claims in writing under oath. These claims should be presented within three months. The assignee's commissions are left to the discretion of the court.

Chattel Mortgage is good for two years. It cannot be then renewed, but a new mortgage must be given to continue the lien. A mortgage of stock-in-trade with power to sell and replace the stock from time to time is good between the parties or if the mortgagee takes possession; but it can be set aside by creditors.

Descent and Distribution of Property.—1st, to the children and their descendants, in equal parts; 2d, if no child or descendant, and no widow or surviving husband, then to the parents, brothers and sisters, in equal parts, each of the parents taking a child's part, and if one of them be dead, the other receiving a double portion; 3d, when there is a widow or surviving husband, and no child or descendant of a child, one-half of the real estate, and the whole of the personal estate goes to such widow or surviving husband; 4th, if there are also children, the widow or surviving husband takes one-third of the personal estate; 5th, if there is no child, parent, brother, sister or descendants, the estate descends to next of kin; if no kindred, the widow or surviving husband takes the whole estate.

Divorce.—Causes: (1) Impotence; (2) bigamy; (3) adultery; (4) desertion or drunkenness for two years; (5) attempt on the life of the other; (6) extreme and repeated cruelty; (7) conviction of felony. The plaintiff must have resided one year in the State.

Evidence.—No person shall be disqualified as a witness in any civil suit or proceeding, by reason of interest in the event thereof, as a party or otherwise, or by reason of conviction of crime. *Except* where the adverse party sues or defends as trustee or conservator of an idiot, habitual drunkard, lunatic, or distracted person, or as the executor, administrator, heir, legatee, or devisee, of any deceased person, or as the guardian or trustee of any such heir, legatee, or devisee, unless when called as a witness by such adverse party.

Executions.—A judgment of a court of record becomes a lien on the real estate of the debtor, from the date thereof, if execution be issued on such judgment within one year from the date of rendering the same, and will continue to be a lien for seven years thereafter, but not a lien without such issue of execution; and becomes a lien on personal property only from the time of delivery of execution to the sheriff or other proper officer to execute; and judgments of justices' courts only bind the goods and chattels of the debtor from the delivery of execution to the constable.

Exemptions.—A householder with a family may claim a homestead in land, up to the value of $1,000.

The following personal property is exempt. Wearing apparel; Bibles; school-books; family pictures; other property to be selected to the value of $100. In addition to this; the head of a family may claim, as exempt, other property of the value of $300. When the exemption is claimed, the debtor must deliver to the officer a schedule under oath of the exempt property, and all his other personal property.

Garnishment.—When an execution is returned unsatisfied, upon affidavit that the defendant has no property liable to execution within the knowledge of affiant and that any person is indebted to such defendant, such person may be summoned as garnishee. Wages to the amount of $50 are exempt from garnishment when the defendant is the head of a family and residing with the same. Persons liable

on any negotiable instrument cannot be garnisheed before maturity of the obligation.

Interest.—The legal rate without contract is six per cent. per annum, but parties may contract for and recover eight per cent. The contracting to receive a greater rate of interest than eight per cent. per annum, by any person or corporation, deprives him or them from the recovery of any interest whatever.

Judgment of a court of record is a lien upon the real estate of the debtor in the county where the court is held for seven years. If execution is not issued within one year from the rendition of judgment it ceases to be a lien thereafter, but execution may issue at any time within the seven years, and will be a lien from the time it is delivered to the sheriff. Judgments rendered at the same term of court shall *pro rata*. Judgments may be revived within twenty years. Judgments may be confessed in person or by attorney duly authorized.

Limitations.—Actions on evidences of indebtedness in writing must be brought within ten years next after the cause of action accrued, or after a payment or new promise in writing. Actions on unwritten contracts must be commenced within five years after the cause of action accrued.

Married Women.—A married woman may in all cases *sue* and be *sued*, without joining her husband with her, to the same extent as if she were unmarried, and an attachment or judgment in such action may be enforced by or against her as if she were a single woman.

The husband is not responsible for wife's torts, except in cases where he would be jointly responsible with her, if the marriage did not exist. Neither the husband nor wife are liable for the *debts* of the other, incurred before marriage, and only in excepted cases after marriage.

She is entitled to receive, use, and possess her own *earnings*, free from the interference of her husband. She may enter into or carry on any *partnership business*, with the consent of her husband. She has *dower* in the real estate of her deceased husband.

Qualifications for Voting.—Every male citizen of the United States, residence one year in the State, ninty days in the county, thirty days in the district, etc., and twenty-one years of age.

Wills.—Males of the age of 21, and females of the age

of 18 may make a will. The will must be signed by the testator, or by some person in his presence at his direction. It must be attested and subscribed in his presence by two or more witnesses. Wills are recorded in the Probate Court.

SPECIAL LAWS OF INDIANA.

Arrest.—Where the defendant is about to leave the State, taking property subject to execution, with intent to defraud plaintiff, he may be arrested and held to bail on proper affidavit and bond filed, (1) after suit begun and before judgment, (2) after execution issued, and (3) before the time for the performance of any written agreement expires, if the defendant makes no provision for such performance.

Assignments.—The assignment must be acknowledged and recorded within ten days in the office of the Recorder of the county where the debtor resides. A schedule of all the property assigned should be annexed to the assignment, with an affidavit that nothing has been withheld or transferred, and no judgment has been confessed to defraud or delay creditors. The assignee must give a bond in double the value of the property. He must file a complete inventory within thirty days, and within twenty days after must file an appraisement made by two householders. The assignee should sell the property as soon as possible, giving thirty days notice. His report should be made within six months. If there are no contested claims, the money is paid to the clerk for *pro rata* distribution.

Chattel Mortgages are usually made in the form of an absolute bill of sale with a defeating clause. They must be recorded within ten days after execution in the Recorder's office of the county.

Divorce is granted for the following causes: (1) Adultery; (2) impotency; (3) abandonment for two years; (4) cruel and inhuman treatment; (5) habitual drunkenness; (6) failure to provide for two years; (7) conviction of an infamous crime. The plaintiff must have resided two years in the State.

Evidence.—Party in interest may be a witness, and each party may compel the other to testify. The following are not competent witnesses: Insane persons; children under ten, who cannot understand the facts to be elicited; attorneys, as to confidential communications from, or advice to, a client; physicians, as to matters confided in the course of their profession; clergymen, as to confession made to them in the course of church discipline; husband and wife, as to communication to each other during marriage; wife, in suit by husband for seduction of wife; neither party where executor or administrator or guardian is a party and suit affects the estate, unless called by opposite party or the Court, or unless on contract made by such executor, etc.; neither party in suits by or against him on demand against ancestors, where the ancestor's property is in question, as to any matter prior to death of ancestor, unless called by opposite party or by the Court. Experts may be compelled to testify without extra pay.

Stay of Execution.—When judgment has been rendered against any person for the recovery of money, or sale of his property, he may, by procuring one or more sufficient freehold sureties to enter into a recognizance, acknowledging themselves bail for the defendant for the payment of the judgment, together with the interest and costs accrued and to accrue, have a stay of execution from the time of the judgment as follows: If the sum for which the judgment was rendered, inclusive of costs, does not exceed $6, for thirty days; if such sum and costs exceed $6 and do not exceed $12, sixty days; if such sum and costs exceed $12 and do not exceed $20, ninety days; if such sum and costs exceed $20 and do not exceed $40, one hundred and twenty days; if such sum and costs exceed $40 and do not exceed $100, one hundred and fifty days; if such sum and costs exceed $100, one hundred and eighty days.

Exemptions.—The property of a resident householder, either real or personal, is exempt to the amount of $600. The debtor claiming the exemption must give a sworn schedule of his property to the officer.

Garnishment.—If at time, or before or after, an order of attachment issues, plaintiff, or some one in his behalf, shall file an affidavit that he has good reason to believe that any person (naming him) has property of the defendant in his possession or under his control which officer can-

not attach, or that such person is indebted to defendant, or has the control or agency of any property, moneys, credits or effects of defendant, a writ of garnishment shall issue against such person, and he shall be accountable to plaintiff for the amount of money, property or credits in his hands, or due from him to defendant, from the time of service of the summons in garnishment, except that the wages of all persons in the employ of any person or corporation shall be exempt from garnishment and proceedings supplemental to execution in the hands of such person or corporation so long as such employee remains in such employment, not exceeding one month's wages at any one time.

Interest.—The legal rate is 6 per cent.; by agreement in writing any other rate, not exceeding 8 per cent.; on all judgments the rate agreed upon in the original contract, not exceeding 6 per cent.; on an account, interest runs from the day of settlement or from the day of an itemized bill rendered and pay demanded. Interest may be taken yearly, or for a shorter period, in advance. For usury all interest over 6 per cent. is forfeited.

Judgments before justices of the peace are no lien upon any kind of property, and only become a lien upon goods and chattels from the time the execution is placed in the hands of an officer; in no case are they a lien upon real estate, until a certified transcript of the judgment has been filed and recorded in the Circuit Court of the county. All final judgments in the supreme, superior, and circuit courts, for the recovery of money or costs, are a lien upon real estate, and chattels real, liable to execution in the county where the judgment is rendered, for the space of ten years after the rendition thereof and no longer exclusive of the time during which the party may be restrained from proceeding thereon, by any appeal, or injunction, or by the death of the defendant or by the agreement of the parties entered of record.

Limitations.—Accounts and unwritten contracts, six years; notes, bills and other written contracts for payment of money, ten years; other contracts in writing, judgments of courts of record, and recovery of possession of real estate, 20 years.

Married Women.—The real and personal estate acquired either by descent, devise, or gift, before or after

marriage, is not liable for the debts of her husband, but is absolutely her own separate property, as if she were unmarried. But if the personal property be reduced to possession by the husband during coverture, it vests absolutely in him, subject only to debts contracted by her before marriage. Tenancies by curtesy and in dower are abolished. At the death of the husband, one-third of his real estate descends to his wife, in fee simple, free from all demands of creditors; except where the real estate exceeds in value $10,000, the widow shall have one-fourth only, and when it exceeds $20,000, one-fifth only, as against creditors. If she marry again, holding such real estate, she cannot, either with or without the assent of her husband, alienate the same, but at her death, it descends to the children of the husband from whom it was derived, except she have a child or children by such or subsequent husband, then to all of her children in equal shares. If a husband or wife die intestate, leaving no child, and the whole amount of property, real or personal, does not exceed $1,000, the whole shall go to such widow or widower. If the husband's estate does not exceed in value $500, it descends to the widow without administration. The widow is entitled to one-half of the personal property of the husband, if there be but one child, and one-third if there be more than one.

Married women can carry on business in their own names and bind their property, both personal and real, for their debts, but they cannot mortgage their property to secure their husband's or any other person's debts.

Qualifications for Voting.—Every male citizen of the United States, every one who has declared his intention, residence in the United States one year, and in the State six months, in township sixty days, ward thirty days, and is twenty-one years of age.

Wills.—All persons over the age of 21 may make a will of all their property. Wills must be signed by the testator, or by some person in his presence by his direction. There must be two witnesses who must subscribe their names in his presence. Wills are recorded in the office of the County Clerk.

SPECIAL LAWS OF IOWA.

Arrest.—No person shall be imprisoned for debt in any civil action on mesne or final process, unless in case of fraud.

Assignments.—Preferences not allowed. The assignment must be for the benefit of all the creditors. The debtor should annex to the assignment a sworn inventory of all his property, and a list of his creditors, and the debts owing to them.

The assignment must be acknowledged and recorded in the county where the debtor resides. The assignee should file a full inventory and valuation of the property with the Clerk of the District or Circuit Court. He must give a bond in double the value of the property with one or more sureties. Notice to the creditors to present their claims should be published for six weeks, and a copy should be mailed to each creditor. The claims should be sent to the assignee within three months.

Chattel Mortgage good for ten years. In the absence of any provision to the contrary the mortgagee is entitled to immediate possession.

Descent and Distribution of Property.—Estate descends to children in equal shares, subject to right of dower on the part of widow. The heirs of a deceased child take their parent's share. If there are no children, one-half goes to the parents, and the other half to the wife; if no wife, the whole estate goes to the parents or the survivor of them. If both parents are dead, their portion will be distributed among next of kin.

Divorce.—Causes: (1) Adultery; (2) willful desertion for two years; (3) conviction for felony; (4) habitual drunkenness; (5) inhuman treatment; (6) pregnancy at time of marriage, unless known to the husband.

Marriages may be *annulled* for (1) marriage within prohibited degrees; (2) impotency at time of marriage; (3) where either party had a husband or wife at time of marriage.

Plaintiff must have been a resident for one year.

Evidence.—Interest does not disqualify any one from being a witness. The testimony of any one residing in a county, other than that wherein the suit may be brought, may be taken by deposition, and thus used on the trial.

Executions—May issue immediately upon the rendition of a judgment, and at any time before it is barred. No execution operates as a lien on personal property until the actual levy thereof. The sale of personal properties on execution is absolute; but the defendant may redeem from sale of real estate on execution at any time within one year from the date of sale.

Exemptions.—A homestead, if within a town plat, must not exceed one-half an acre; if without, not more than forty acres, without limitation in either case as to value.

The personal property of a person not the head of a family is not exempt, except his ordinary wearing apparel and trunk. If he is the head of a family, his property is exempt as follows: Wearing apparel, and trunks; one musket, or rifle, and shot-gun; all private libraries, family Bible, portraits, pictures, musical instruments, and paintings not kept for sale; a pew in church; a lot in a burying-ground, not to exceed one acre; two cows and a calf, one horse, fifty sheep, six stands of bees, five hogs, and all pigs under five months; necessary food for these animals for six months; flax raised on less than one acre; one bedstead and necessary bedding for every two in the family; household and kitchen furniture of $200 in value; all spinning-wheels and looms; one sewing-machine, and other instruments of domestic labor; tools, instruments or books, of a farmer, mechanic, surveyor, clergyman, lawyer, physician, teacher or professor; the horse or two horses, or mules, or yoke of cattle and the wagon and harness of a physician, public officer, farmer, teamster or laborer, earning his living by their use; a printer's press and type and material of the value of $1,200; earnings of debtor within ninety days.

Garnishment.—Any one supposed to be a debtor of the defendant, or holding property of his, may be garnisheed by service of written notice thereof. Garnishees may be summoned either under writ of attachment or on execution.

Interest.—In the absence of a *written* contract, the rate is six per cent.; parties may, however, stipulate in writing

for the payment of not to exceed ten per cent. interest. Accounts do not commence bearing interest until after six months from the date of the last item.

Judgments.—Are liens upon all real estate owned by defendant at time of, or subsequent to, rendition of same for a period of ten years. If lands lie in county other than that wherein judgment is rendered, the lien does not attach until an attested copy of the judgment is filed in the office of the clerk of the district court of said county.

Limitations.—Actions on unwritten contracts, accounts and all not otherwise provided for, *eo nomine* within five years; actions founded on written contracts and judgments of any courts other than courts of record, must be brought within ten years from the time the cause of action accrues. When a cause of action arising without the State, has been fully barred by the laws of another country where defendant has resided, such bar shall be the same defense here.

Married Women have dower in the property real estate of their husbands, which they may own at any time during life unless the same has been sold on execution, or dower has been released by the wife. A married woman can do business in her own name, and while doing business in her own name, can sue and be sued.

Qualifications for Voting.—Every male citizen of the United States, six months in the State, sixty days in the county, and twenty-one years of age.

Wills.—Persons must be 21 years of age. Wills must be signed by the testator or by some person in his presence by his direction. There must be two subscribing witnesses. A verbal will of personal property may be made, if in the presence of two witnesses. Wills are recorded in the office of the Clerk of the Circuit Court.

SPECIAL LAWS OF KANSAS.

Arrest.—Debtor may be arrested in case where he has practiced fraud, either in contracting the debt or in concealing and disposing of his property.

Assignments.—Preferences are not allowed. The assignment must be acknowledged and certified, and recorded in the office of the Register of Deeds of the county where the debtor resides. A sworn inventory of the property must be filed within thirty days after the date of the assignment, in the office of the Clerk of the District Court. A sworn schedule of the debts, the names of the creditors and their residences must be filed on the day of executing the assignment in the same office. If this is not done, the assignment is void. The creditors are notified, within two days after the schedule is filed, of the fact of the assignment, and they have the right to convene at the Clerk's office and choose an assignee. The assignee appointed by the debtor only has the custody of the property until the election or appointment of another by the creditors or the judge. The assignee must give a bond in double the value of the property. He has six months in which to adjust and allow claims presented, and one month afterward, he may pay them *pro rata*.

The assignment does not operate as a discharge of the debtor, and he is still liable for the unpaid balance of all debts.

Chattel Mortgage.—The mortgage, or a true copy thereof, must be filed in the office of the Register of Deeds. Such mortgage shall be void as against creditors of the mortgagor or purchasers of the property unless before the expiration of the year and every year thereafter, the mortgagee files an affidavit to be attached to the original mortgage, stating the amount still remaining due and unpaid.

Descent and Distribution of Property.—Estate descends as follows: One-half of the real estate goes to the widow in fee-simple. The residue to the children in equal shares: if no children, the whole goes to the widow; if no wife or child, the estate goes to the parents. A surviving

husband takes his deceased wife's property in the same way.

Divorce is granted for: (1) Former marriage; (2) abandonment for one year; (3) adultery; (4) impotency; (5) pregnancy of wife by other than her husband; (6) extreme cruelty; (7) fraud in contracting the marriage; (8) habitual drunkenness; (9) gross neglect of duty; (10) conviction of felony.

The plaintiff must have resided in the State one year.

Evidence.—Neither interest in the result of an action, as a party or otherwise, nor conviction for crime disqualifies a witness; but either may be shown for the purpose of affecting the credibility of a witness. Any party to a civil action or proceeding may compel any adverse party or person, for whose benefit such action or proceeding is instituted, prosecuted, or defended, at the trial, or by deposition, to testify as a witness, in the same manner and subject to the same rules as other witnesses.

Execution may issue immediately in all cases upon rendition of judgment, unless stayed. In justice's courts a stay of thirty days may be taken on sums of $20 and under; sixty days on sums over $20 and not exceeding $50; ninety days on sums over $50 and not exceeding $100; one hundred and twenty days on sums over $100 ($300 is the highest amount for which a justice can render judgment). At expiration of stay, execution may issue against both principal and surety. No stay allowed in District Court except on appeal to Supreme Court. Execution may be had against the person in cases where debt was fraudulently contracted, or property is attempted to be concealed or fraudulently disposed of.

Exemptions.—A homestead to the extent of 160 acres of farming land, or one acre within an incorporated town or city is exempt.

The personal property of one who is not the head of a family, is only exempt as to the following: wearing apparel; a church pew; a burial-lot; necessary tools or implements of trade; stock-in-trade not exceeding $400 in value; the library, implements, and office furniture of a professional man.

The property of the head of a family is exempt as follows:

Family books; musical instruments, church pew; burial-

lot; all wearing apparel, bedsteads, bedding, stores, cooking utensils; one sewing-machine; all implements of industry; $500 worth of other household furniture; two cows, ten hogs, one yoke of oxen, one horse or mule, or span of horses or mules, twenty sheep and their wool; the necessary food for these animals; one wagon, cart, or dray; two plows, one drag, and other farming utensils, to value of $300; provisions and fuel for the family for one year; tools and implements of mechanics, etc.; stock in trade to amount of $400; the library, implements, and office furniture of a professional man.

Garnishment.—Money or property may be reached by garnishment.

Interest.—Seven per cent. is legal rate; in absence of agreements, parties may contract for any rate, but only twelve per cent. can be recovered in court. Usury forfeits only excess of interest over twelve per cent., excess being applied as payment on principal.

Judgments.—In the District Court are a lien on real estate from the first day of the term at which they are rendered; but judgments by confession and judgments rendered during the same term the action is commenced, are a lien on lands only from the day on which judgments are rendered. If transcripts of judgment rendered by justices of the peace are filed in the office of the Clerk of the District Court, such judgments bind the lands of the debtor from the date of filing of transcript. In case execution is not issued on a judgment within five years from the time of rendition, the judgment becomes dormant and ceases to operate as lien, until revived.

Limitations.—Actions on contract, agreement, or promise in writing, must be brought within five years; upon book accounts and contracts not in writing, three years, Statute does not run while debtor is out of the State, and, in cases of fraud, does not commence running till the discovery of the fraud. Written promise to pay, or acknowledgment of debt in writing, or payment of any part of the principal or interest, takes case out of statute.

Married Women.—Her seperate property is not subject to disposal of husband, nor liable for his debts. She may hold, sell, convey, and contract, with reference to her property, real and personal, same as a married man; sue and be sued; may carry on trade or business on her sole

and separate account, and her earnings are her sole and separate property, and may be used and invested by her in her own name; has all the rights and property she may have acquired by laws of any other State, previous to becoming a resident of this State.

Qualifications for Voting.—Every male citizen of the United States, every person who has declared his intention, residence in the State six months, thirty days in district, and twenty-one years of age.

Wills.—Must be signed by the testator. There must be at least two subscribing witnesses. Any person may make a will in writing and inclose it in a sealed wrapper with the name of the testator indorsed upon it. This may then be deposited in the office of the Judge of the Probate Court. It may be recalled at any time by the testator during his life.

SPECIAL LAWS OF KENTUCKY.

Arrest.—An order of arrest may be issued by the clerk of the court in which the action is brought or pending, when an affidavit is filed showing the amount, nature and justness of the demand, and that the debtor is about to depart from the State with intent to defraud his creditors, has concealed or moved his property, or a material part thereof from the State, or that he has money, or securities for money, or evidence of debt in his possession, or that of others for his use, and is about to depart from the State without leaving sufficient property to pay plaintiff's claim. Bond must be given by plaintiff in double the amount of his claim, to cover the damages of the defendant, if the order was wrongfully procured. Defendant, when taken under order of arrest, will be confined in jail until he gives bail, or discharged under insolvent laws.

Assignments.—Preferences are not allowed. The assignment must be acknowledged, filed and recorded, like a deed, in the office of the County Clerk of the county where the debtor resides. The assignee must execute a sufficient bond, with surety approved by the County Court, and

take an oath to faithfully perform his duties. The inventory of the assignee must be filed in the County Court within sixty days, and he must render a report of sales within two years from the time of qualification. The notice to present claims must be published in a newspaper for a period fixed by the court. Claims may be proved at any time before the assets are distributed.

Chattel Mortgages.—Mortgages of stock-in-trade are good against all persons as to existing stock, and good between the parties as to future additions; but not as to other creditors of the mortgagor.

Descent and Distribution of Property.—Real estate descends: 1st, to children, to father and mother, one-half to each; but if father be dead, his half shall descend to brothers and sisters; if no brother or sister, mother takes the whole estate; if mother is dead, whole estate goes to the father; if no father or mother, then to brothers and sisters and descendants; if none, one-half of the estate goes to the paternal, and the other to the maternal kindred, as follows: 1st, to grandfather and grandmother equally; if either dead, to survivor; if neither living, to uncles and aunts, etc. If no kindred, the whole goes to the husband or wife.

Personal property goes the same way as real estate, except that the husband takes the whole personal estate of his deceased wife; and the wife takes one-half of her deceased husband's personal property, if there are no children; if children, she takes one-third.

Divorce.—Causes: (1) Impotency; (2) living separate for five years; (3) abandonment for one year: (4) adultery; (5) conviction for felony; (6) concealment of loathsome disease existing at time of marriage; (5) force or fraud in obtaining the marriage; (6) habitual drunkenness for one year; (7) cruelty and inhuman treatment of wife by her husband for six months; (8) outrageous and ungovernable temper of husband; (9) pregnancy, without husband's knowledge, at time of marriage.

The plaintiff must have resided in the State one year.

Evidence.—No one is incompetent to testify by reason of interest. Husband and wife cannot testify either for or against each other. An adverse party may be compelled to testify the same as any other witness.

Execution.—An execution is a lien from the time it

is placed in the officer's hands. It may, however, be stayed for ninety days by giving a bond with good sureties.

Exemptions.—The property of a resident housekeeper with a family is exempt as follows: two work-beasts, or one and yoke of oxen, two cows and calves, five sheep, wearing apparel, and the usual household and kitchen furniture to value of $100; one sewing-machine, one two-horse wagon, or ox-cart, one set of gear, washing apparatus worth $50, carpeting for one room, all school-books, a prayer-book, hymn-book, one bureau, one wardrobe, one washstand, one clock, six cups and saucers, six plates, six knives and forks; the libraries of preachers, professional libraries of lawyers, physicians and surgeons, and their instruments, to the amount of $500; one horse and cart, or dray, for a laboring man; tools of a mechanic with a family to the value of $100, the wages of employes, etc., not exceeding $50 unless the debt was contracted for food, raiment, or house-rent.

Land, including the dwelling-house of the debtor, to the value of $1,000, is also exempt as a homestead.

Garnishment.—The process of garnishment may be had at or after the commencement of suit upon proper affidavit, as in attachments, and the wages or any money due the defendant may thereby be subjected to the payment of the debt sued for.

Interest—The legal rate is six per cent. per annum, and all contracts or agreements to pay more than that rate are void as to the excess. Interest is not allowed on accounts "not stated," that is, when a certain sum is agreed upon by both parties. A judgment bears the same rate of interest which the contract agreement, &c., upon which the judgment was obtained, bore.

Judgments—Are not liens on the property of the defendants. Executions may issue on them at any time for fifteen years; and every time issued they revive judgment as of that time.

Limitations.—1st. Actions upon bills of exchange, draft, check, order, or any indorsement thereof, or upon a promissory note placed upon the footing of a bill of exchange by being made negotiable and payable at some bank and discounted there, or at some other bank incorporated under the laws of Kentucky, or organized in Kentucky under any law of the United States, shall be

brought in five years. 2d. Contracts not in writing, and implied contracts, in five years. 3d. Accounts between merchant and merchant, in same time. 4th. On contracts between merchant and consumer, the action must be brought within two years after the first day of January, before which the last item was charged; and there is a penalty for "post-dating" accounts. These limitations are, however, only presumptions of law, and may be rebutted by positive evidence to the contrary.

Married Woman can bind her general real estate for her husband's debts only by mortgage, executed by herself and husband. May bind her general estate for necessaries for herself or family, including husband, when the credit is given to her, and her note is taken therefor. Possesses no power over separate estate which she does not over general estate, except she may dispose of it by will; may be empowered by a court of equity to trade as a *femme-sole.*

Qualifications for Voting.—Every male citizen who has resided in the State for two years, in the county one year, in the district sixty days, and is twenty-one years of age.

Wills.—Persons over 21 years may make a will. A married woman can dispose of her separate estate by will. Wills must be in writing subscribed by the testator or by some person in his presence by his direction. The subscription must be made or acknowledged in the presence of two witnesses, who subscribe their names as such in the presence of the testator. If the whole will is in the handwriting of the testator, it need not be witnessed. Wills are recorded in the County Clerk's office.

SPECIAL LAWS OF LOUISIANA.

Arrest.—A debtor may be arrested, but it only secures his person to answer to the suit, and he cannot be held for the payment of the debt.

Assignments.—A debtor cannot assign his property to his creditors and obtain a discharge from his debts, without their unanimous consent. A debtor may surrender

his property and obtain a full discharge, if a majority of his creditors in number and amount agree thereto.

Chattel Mortgages.—There are no chattel mortgages. Personal property may be pledged or pawned, but the mortgagee must always take possession.

Descent and Distribution of Property.—Estate goes as follows: If no descendants are left, but a father and mother, and brothers and sisters, the estate is divided into two equal portions, one going to the parents, and the other to the brothers and sisters; if either father or mother is dead, his or her share goes to the brothers and sisters. Children inherit equally.

Divorce.—Causes: (1) Habitual intemperance; (2) excess; (3) cruelty; (4) adultery; (5) conviction of crime; (6) abandonment; (7) public defamation; (8) attempt on the life of the other; (9) where either party has fled from justice.

Evidence.—Interested parties may testify.

Exemptions.—The homestead owned and occupied is exempt; if the head of a family there is also exempt: one work-horse, one wagon or cart, one yoke of oxen, two cows and calves, twenty-five head of hogs, 1,000 pounds of bacon or equivalent in pork, necessary corn and fodder for a year on a farm, and necessary farming implements; wearing apparel, beds and bedding; arms; tools, instruments and books necessary for the exercise of trade or profession, money due for the salary of an officer, laborers' wages, cooking stove and utensils, dining articles, wash-tubs, family portraits, and musical instruments used by the family. The property exempt cannot exceed $2,000. The widow or minor children of a deceased debtor in want, are entitled to claim $1,000 before any debts are paid.

Garnishment.—May be resorted to as an accessory either to a writ or attachment or *fieri facias.*

Interest.—Legal rate is five per cent.; a higher rate up to eight per cent. may be stipulated for.

Judgments.—When recorded in the office of the recorder of mortgages, operate a judicial mortgage upon all of the real estate of the judgment-debtor in the parish where recorded. A judgment so recorded is effective for ten years, and must then be revived by suit and reinscribed. Execution may issue upon a judgment as soon as final.

Limitation.—Notes and accounts and acceptances, five years; open accounts, three years.

Married Women.—May hold in their own name, dotal or paraphemal property, being property brought in marriage or acquired since by inheritance or donation; and such property is not liable for the husband's debts. Marriage produces of right—unless otherwise stipulated in the marriage contract—a community of acquets and gains, which is composed of the joint earnings and acquisitions of the husband and wife since marriage. At the dissolution of the marriage, the wife is entitled to one-half of the community property in full ownership. All privileges of married women arising out of the husband's use or appropriation of the wife's separate property, in order to affect third persons, must be recorded in the office of the recorder of mortgages. A married woman, in order to make a valid contract with third persons respecting her separate property, must be authorized by her husband or the judge. When the husband permits his wife to act as a public merchant, she may, without being empowered by him, obligate herself in anything relating to her trade, and in such case the husband is bound also, if there exists a community of property between them.

Qualifications for Voting.—Every male citizen of the United States, born or naturalized, who has been one year in the State, six months in the parish, thirty days in the district, and is twenty-one years of age.

Wills.—The testator cannot deprive persons called his "forced heirs," of more than a certain portion of his estate. If he has one child, he cannot dispose of more than two-thirds of his estate; if two children, not more than one-half; if three or more children, not more than one-third; if he leaves no children, but a father or mother, not more than two-thirds. There are four forms of wills. A will entirely in the testator's handwriting needs no witnesses. Other wills generally require five witnesses. The provisions of the Civil Code are very minute, and should be consulted carefully before drawing up a will.

SPECIAL LAWS OF MAINE.

Arrest.—A debtor, *other than a married woman*, is liable to arrest and imprisonment on execution, issued on a judgment for at least ten dollars, exclusive of costs, also on original writ, when the creditor, his agent or attorney, makes oath that he has reason to believe, and does believe, that the debtor is about to depart from, and reside beyond, the limits of this State, having and carrying with him property or means of his own exceeding the amount required for his immediate support, and that at least ten dollars of the debt declared on are due and unpaid. Excepting in the above case, a debtor is not subject to arrest on a *writ* founded on a contract.

Assignments.—No preferences allowed. The assignee must give a bond within ten days to the Judge of the Court of Probate of the county where the debtor resides, and within twenty days must file an attested copy of the assignment and an inventory of all the property and must also give notice of his appointment by publication, to be continued for three weeks, within fourteen days after the date of the assignment. Creditors may prove their claims in the usual way.

The assignment may contain a release providing for the discharge of the debtor from his debts.

There is also an Insolvent Law by which a debtor owing $300 may obtain a discharge from his debts on application to the Probate Judge by petition, stating his inability to pay his debts and his willingness to assign his property for the benefit of his creditors. The judge issues a warrant, and the sheriff takes possession of the property.

Involuntary proceedings to compel the debtor to assign may be commenced by two or more creditors owning one-fourth of the claims against him. Other creditors are notified, a meeting is held, and the creditors elect an assignee. The assignee must give a bond.

An allowance may be made to the debtor for support out of the estate pending proceedings.

Chattel Mortgage must be recorded in the Town

Clerk's office where mortgagor resides. No renewal is required. The mortgagor has no right to the possession unless so stipulated.

Descent and Distribution of Property.—Real estate descends: in equal shares to children or their descendants; if no child or descendant, to father; if no father, to mother, sisters and brothers; if no brother or sister, to mother; if none of these, to next of kin. The wife has her dower one-third of the real estate, for her life.

Personal estate descends in the same way, except that the widow takes one-third of the personal property absolutely if there are any children; if none, one-half; if no kindred, she takes the whole. The same is true of the husband.

Divorce.—The plaintiff must have resided in the State one year. Causes: (1) Adultery; (2) impotency; (3) extreme cruelty; (4) desertion for three years; (5) habitual drunkenness; (6) cruel or abusive treatment; (7) willful neglect to provide.

Executions.—May issue after twenty-four hours from close of term of court at which judgment was obtained, and are returnable in three months from their date, and may be renewed any time within three years. The judgment may be sued within twenty years.

Exemptions.—Personal property as follows: wearing apparel; household furniture to the value of $50, one bedstead, bed, and bedding for each two members, family portraits, Bibles, school-books, copy of State statutes, library worth $150, pew in use, one cooking and all warming stoves, charcoal, twelve cords of wood, five tons anthracite and fifty bushels of bituminous coal, ten dollars' worth of lumber, wood, or bark, all produce until harvested, one barrel of flour, thirty bushels of corn, grain and potatoes, half an acre of flax and manufactures therefrom, tools of trade, sewing-machine worth $100, one pair working cattle, or one pair of mules or horses worth $300, and hay to keep them through the winter, one harness worth $20, for each horse or mule, a horse-sled or ox-sled, two swine, one cow and a heifer under three years, or two cows, ten sheep with their wool and lambs until one year old, hay to keep them through winter, $50 worth of domestic fowls, one plow, one cart or truck wagon, one harrow, one yoke with bows, ring and staple, two chains, one ox-sled, one mowing-

machine, fishing-boat of two tons, life insurance policies, except excess of annual cash premiums of $250.

Real estate worth $500. The owner must file a certificate with the Register of Deeds.

Interest.—Six per cent. is the legal rate when no contract is made about the rate per cent., but any rate per cent. is legal if agreed upon in writing.

Limitations.—Actions on simple contracts must be brought within six years from the time the cause of action accrues; on judgments of courts of record, specialties, and witnessed promissory notes, twenty years; *scire facias* against bail or trustee, one year.

Married Women may own property, and make contracts in relation thereto, as if sole; and are liable on such contracts, but cannot be arrested for *debt*.

Qualifications for Voting.—Every male citizen of the United States who has resided in the State three months, and is twenty-one years of age.

Wills.—A will must be signed by the testator or by some person for him at his request in his presence. It must be attested by three witnesses, who must sign it. Nuncupative wills are only valid when made in last sickness, and must be reduced to writing within six days, or they cannot be proved after six months. They cannot dispose of more than $100, unless witnessed by three witnesses requested to act as such.

SPECIAL LAWS OF MARYLAND.

Arrests.—Civil arrests are no longer permitted, and no person shall be imprisoned for debt. Obtaining credit under false pretences is a criminal offense, punishable by fine or imprisonment, or confinement in the penitentiary.

Assignments.—Under the Insolvent Law a debtor may apply to the Circuit Court of the county where he resides, stating that he is insolvent, and offering to give up all his property for the benefit of his creditors. Accompanying the petition and verified by affidavit there should be a

schedule of the property and a list of the creditors and the debts owing to them.

Any debtor who departs from the State with intent to defraud creditors, or conveys any property in contemplation of insolvency with the intention of giving a preference, or delaying or defrauding his creditors, or confesses a judgment, or fraudulently stops payment of his negotiable paper and fails to pay it for twenty days, may be declared an insolvent on the petition of one or more creditors whose claims aggregate $250.

A preliminary trustee is appointed. Notice is then given by mail and publication to the creditors to elect a permanent trustee.

Assignments giving preferences are not allowed, except that wages and salaries to clerks, servants and employes, for the three months preceding the assignment, may be preferred.

The debtor is absolutely discharged from his debts by insolvent proceedings commenced either by himself or his creditors.

Chattel Mortgages.—Are liens for twenty years, they must be recorded within twenty days. An affidavit must be filed with the mortgage in these words: "The consideration in said mortgage is true and *bona fide*, as therein set forth."

Descent and Distribution of Property.—Real estate vested by purchase descends: to the children in equal shares; if none, then to brothers and sisters of the whole blood; or if none, to those of the half blood; if none of these living, then to father; if no father, then to mother; if no mother, then to grandfather on the part of father; if none, then to such grandfather's descendants; if none, to grandfather on the part of mother, etc. If there are no kindred the whole estate goes to the husband or wife. Estates coming to the intestate on the part of his father go to his father, or the paternal relatives if there are no children—those on the part of the mother, go to the mother, etc., in the same way, the widow has one-third of the real estate for life.

Personal property goes as follows: If intestate leaves a widow, and no child, parent, grandchild, brother or sister, or the child of such, the widow takes the whole personal estate; if there be a child or children, the widow takes

one-third; if there be no child, but a father or mother, or brother or sister, or a child of such, the widow takes one-half; the other half goes to the father; if no father, to the mother, brothers and sisters of the half and whole blood equally; if no brother or sister, the mother takes all; if none of these, to grandfathers equally.

Divorce.—Causes: (1) Adultery; (2) abandonment for three years; (3) fornication by wife before marriage.

These are the causes for absolute divorce, the court may decree that the guilty party shall not marry during the lifetime of the other.

Partial divorces are granted for: (1) Vicious conduct; (2) cruelty; (3) abandonment; (4) desertion.

Evidence.—Interested parties are competent to testify.

Executions may issue at any time within twelve years after the rendition of judgment; and by attachment may issue at any time within twelve years. Judgments may be extended from time to time by writ of *scire facias* commenced before expiration of twelve years.

Exemptions.—Wearing apparel; books, and mechanic's tools and $100 worth of other property, to be selected by the debtor, are exempt.

Garnishment.—When an attachment is issued on judgment, or on original process against a non-resident, or one who absconds, &c., the plaintiff may, through the Sheriff, seize and hold any property of the defendants found in the county or city where the attachment issues. He may also stop the payment of debts due to the defendant, by laying the attachment in the hands of the defendant's debtor.

Interest.—Legal rate is 6 per cent. Penalty for usury is the forfeiture of all the excess above the real sum, or the value of the goods or chattels actually lent or advanced, and the legal interest on such sums or value.

Judgments are liens upon real and leasehold property in the county or city where rendered. Judgments of the U. S. Courts are a lien upon real and leasehold property of the defendants throughout the State. To create a lien upon personal goods execution must be issued and levied. The lien is co-existent with the judgment.

Limitations.—All simple contract debts are barred by limitation after the lapse of three years; but any subsequent acknowledgment of its existence removes the lim-

itation. The limitation on sealed instruments and judgments is twelve years.

Married Women.—The property of a married woman is not liable for the debts of her husband. She may be sued jointly with her husband on any contract which she may have executed jointly with him, in writing, and any judgment recovered in such suit is a lien on the property of both. When she conducts business as a *femme sole* and in that character makes contracts or incurs debts she may be sued alone, although she has entered into no written contract or promise, and judgment and execution shall follow as though she were unmarried. She may sue at law or in equity in her own name, as if she were *femme sole.*

Qualifications for Voting.—Every male citizen of the United States who has resided one year in the State, six months in the county, and is twenty-one years of age.

Wills.—Males of 21 and females of 18 may make a valid will of real estate. Wills must be in writing, signed by the testator, or by some other person in his presence by his direction. They must be attested and subscribed in the testator's presence by three or four witnesses. Wills of personal property are valid without witnesses. Wills are recorded by the Register of Wills, who will also receive the wills of living persons for safe keeping for a fee of fifty cents.

SPECIAL LAWS OF MASSACHUSETTS.

Arrest.—Upon affidavit by the creditor, or some one in his behalf, that the debtor intends to leave the State, the latter may be arrested and held to bail. A debtor against whom judgment is obtained for $20, or more, exclusive of costs, may be summoned before a magistrate and examined as to his property. If he discloses property exceeding $20 in value, not exempt from attachment, he will be ordered to deliver it to the officer, refusing to do which he will be imprisoned.

Assignments.—General assignments are not allowed.

Under the Insolvent Law the debtor may petition the Judge of Insolvency of the county where he resides.

A creditor having a claim of $100 or more may also petition that the debtor be adjudged insolvent where the debtor has removed himself or any of his property from the State with intent to defraud creditors, or concealed himself to avoid arrest or attachment, or made any fraudulent payment or conveyance, or where his negotiable paper is fourteen days overdue, or he is insane or insolvent.

Schedules of his debts and assets, under oath, must be filed by the debtor. The creditors elect the assignee.

Wages due operatives, servants, and employes, to an amount in each case of $100, for labor performed within one year prior to the insolvency are paid first; also physicians' fees amounting to $50 within six months.

The debtor is discharged from his debts, but in order to obtain the discharge in cases where the estate does not pay fifty per cent. the debtor must file the assent in writing of a majority of his creditors in number and amount within six months after the date of the assignment.

Chattel Mortgages need not be under seal or acknowledged, but must be recorded in city or town where the mortgagor resides, within fifteen days from execution; otherwise not valid as against creditors.

Descent and Distribution of Property.—Real estate descends to the children in equal shares; if no child, to father and mother in equal shares; if either is dead, the whole to the survivor; if none of these are living, then to the brothers and sisters, or their issue, in equal shares; if there are none of these, to the next of kin; if no kindred, the widow or surviving husband takes the whole.

Personal property goes the same way as real estate, except that the husband takes the whole of his wife's personal estate, and the widow, if there are children, takes one-third of her husband's personality; if there are no children, she takes the whole up to $5,000, and one-half of the excess above $10,000.

Divorce.—Causes: (1) Adultery; (2) impotence; (3) extreme cruelty; (4) desertion for three years; (5) habitual intoxication; (6) cruelty; (7) neglect to provide proper support; (8) imprisonment for five years.

The plaintiff must have resided five years in the State.

unless both parties were residents of the State at the time of marriage. If the cause occurred out of the State, the parties must have prior thereto lived together in the State, or one of them must have lived here when the cause occurred.

Evidence.—All parties may give evidence, except husband and wife as to private conversations between themselves.

Executions.—All real estate, goods and chattels, liable to be taken on execution may be attached on an original writ, and are held for thirty days after final judgment, for the purpose of being taken on execution, which must be levied within that time. Executions cannot issue until twenty-four hours after judgment. There are no stay laws.

Exemptions.—Wearing apparel; one bed, etc.; one iron stove for warming, fuel not exceeding $20 in value; one sewing-machine to the value of $100; necessary household furniture to value of $300; Bibles, school-books and library to value of $50; one cow, six sheep, one swine, and two tons of hay; tools of trade and fixtures to value of $100; stock in trade to amount of $100; shares in co-operative associations to the value of $20; necessary provisions worth $50; pew in church; boat, fishing-tackle, and nets of fishermen, used by them in their business to the value of $100; uniform of officer or soldier, in militia, and his arms, etc.; tombs in use for burial of the dead.

A homestead, not exceeding $800 in value, owned by a householder with a family, is also exempt, provided a homestead claim is recorded.

Interest.—Six per cent. in the absence of written agreement.

Judgments.—Do not constitute a lien on debtor's property unless a levy is made, but are not outlawed for twenty years. In insolvency, a judgment recovered after the first publication of notice of issuing the warrant against the defendant upon a debt contracted before that time, is not provable against his estate.

Limitations.—Ordinary debts, as open accounts, notes and bills, outlawed in six years. A note signed in the presence of an attesting witness is not outlawed until the expiration of twenty years, if remaining in the hands of the original payee or his heirs or executors.

Married Women.—Have all the rights to property that they would have if unmarried. They may sue and be sued, and carry on business in their own names and on their separate account, but unless a certain certificate be filed, their property employed in such business is liable for the debts of their husbands, and their husbands are liable upon contracts made in the prosecution of such business. "No woman shall be arrested upon *mesne* process except for tort." Contracts between husband and wife are void.

Qualifications for Voting.—Every male citizen who has been one year in the State, six months in the district, is twenty-one years of age, shall have paid any State or county tax within two years preceding election assessed upon him in any town or district, and who shall be able to read the Constitution in the English language and write his name.

Wills.—All persons 21 years of age may dispose of all his property by will. The will must be signed by the testator, or by some person in his presence by his direction. It must be attested and subscribed by three or more witnesses in the presence of the testator. A bequest to a subscribing witness where there are not three others, is void. A married woman may make a will of her separate property, but cannot deprive her husband of his right to curtesy in her land, or of more than one-half of her personal property, without his consent in writing. Wills are recorded in the registry of probate.

SPECIAL LAWS OF MICHIGAN.

Arrest.—No person can be arrested for debt, unless fraud has been committed and a case made out under the fraudulent debtor's act, and in actions of tort, where a claim for damages is shown, defendant may be arrested on a writ of *capis ad respondendum*, if an order for bail is made and endorsed on the writ by a judge of any court of record wherein suit is brought, or by the circuit-court commissioner of the county.

Assignments.—Preferences are not allowed. A provision for a preference makes the assignment void.

The assignment must be acknowledged, and the original, or a copy, with a schedule of the property assigned and a list of the creditors, and the assignee's bond must be filed in the office of the Circuit Court Clerk within ten days after making the assignment. The assignee's inventory must be sworn to. The bond runs to the assignor and the creditors, and must be in double the amount of the assigned property, with sureties.

Claims of creditors must be proved within ninety days by an affidavit to be filed in the Circuit Clerk's office. The assignee must give notice by mail to each creditor within ten days. He must have the property appraised by two persons as soon as possible after the assignment. The assignee's report must be filed within three months.

Under the Insolvent Law the debtor must present a petition signed by himself and two-thirds of his creditors, accompanied by a true account of all his creditors, debts, and an inventory of his property. The debtor may be discharged, and the assignment and discharge must be filed in the Register's office.

Chattel Mortgages.—The mortgage or a true copy must be filed in the office of the Township Clerk or City Clerk. Affidavit must be filed every year by mortgagee, stating the amount remaining due. Otherwise it becomes void.

Descent and Distribution of Property.—Lands descend as follows: first, to children, or their issue, in equal shares; if no children, the land goes to wife for her life, and after her decease to his father; if there is no widow, land goes to his father; if no father living, to mother, brothers and sisters in equal shares; if no brother or sister, then the whole estate to the mother; if none of these, the land goes to next of kin; if no kindred, the whole estate goes to widow; if no widow, it escheats to the State for the school-fund.

Personal property goes, one-third to the widow, and the residue to the children; if there is only one child, the widow and the child share equally; if there is no child, the widow takes it all, if less than $1,000; if more the property is divided equally between the widow and the father of the deceased; if no father, his half goes to the mother, brothers and sisters in equal shares; if there are

none of these, the widow takes the whole. In any other case, it goes as real estate.

Divorce is granted for: (1) Adultery; (2) physical incompetence at the time of the marriage; (3) sentence of imprisonment for three years or more; (4) desertion for two years; (5) habitual drunkenness.

Any resident of the State whose husband or wife has obtained a divorce in another State may apply for a divorce, which will be granted in the discretion of the circuit court.

Imprisonment for life dissolves the marriage without any need for a divorce.

Partial divorce is granted either forever or for a limited time for (1) extreme cruelty and desertion and (2) for neglect to provide proper support.

Evidence.—Conviction of crime does not exclude the testimony of a witness; nor interest of a witness in the suit; nor by reason of relationship to any party thereto; but same can be shown in evidence for the purpose of drawing in question the credibility of such witness. When a witness is about to leave the State, or is sick, aged, or infirm, his deposition may be taken.

Execution.—In justice's court, execution may be stayed six months, when the amount exceeds $50, exclusive of costs, and for the space of four months, when the amount is less than $50.

Exemptions.—The following personal property: Pew in church; cemeteries, etc.; arms and accouterments; wearing apparel; the library and school-books to the value of $150; all family pictures. If a householder: Ten sheep and their fleeces, two cows, five swine; provisions and fuel for six months; all household goods, furniture and utensils, not exceeding $250 in value. The tools, implements, material, stock, apparatus, team (one pair of horses or one yoke of oxen), vehicle, harness, necessary for debtor's trade or occupation to the value of $250, and necessary food for the animals for six months.

A homestead of a householder, not exceeding forty acres of land, and the house thereon in the country, or, if in a city or village, a house and lot to the value of $1,500, are exempt. The owner cannot sell or convey such property without the written consent of his wife, if he have one.

Garnishment.—Garnishee process can be issued at any

stage of suits on contracts, and upon any judgment or decree, from any court in which the original suit may be begun. It is issued on affidavit of amount due, and that affiant has reason to believe the garnishee has property, money, credits, etc., in his possession, or control, belonging to defendant. It holds such money, etc., from time of service of garnishee process. It reaches contingent claims and property conveyed away in fraud of creditors.

Interest.—The legal rate is seven per cent., but it is lawful for parties to stipulate in writing for the payment of any rate, not exceeding ten per cent. per annum.

Judgments are not liens until execution has been issued thereon and a levy made. Judgments can be obtained in the Circuit Court in from forty-five to sixty days, depending on return day, time of service, term of court, etc.

In justices' courts, if defendant makes default, judgment can be obtained on return day of process. Judgments of courts of record exist ten years; of justices' courts, six years.

Limitations of Suits.—On accounts and notes actions cannot be brought unless within six years from the time they were due, or from the time the last payment was made. Sealed instruments and judgments, ten years. The statute of limitations should be pleaded specially. Revivor: part-payment, or promise in writing to pay; proceedings to foreclose mortgages must be commenced within fifteen years after they become due and payable, or fifteen years after last payment on mortgage; and as to mortgages fifteen years or more past due, within five years after the statute takes effect.

Married Woman has dower in all the real estate of which her husband was seized in his life-time. The husband has no title in the real estate of the wife; tenantcy by curtesy is abrogated.

A married woman may carry on business in her own name, with the consent of her husband, may sue, and be sued. She is not liable for his debts, nor of any other person, either upon her written obligation, or otherwise, except upon her own contracts relative to her separate property.

Qualifications for Voting.—Every male citizen and civilized male inhabitant of Indian descent, a native of the United States and not a member of any tribe, who shall

have resided three months in the State, ten days in the district, and is twenty-one years of age.

Wills.—All persons 21 years of age may make a will; it must be signed by the testator or by some person in his presence by his direction. It must be attested and subscribed by two or more witnesses in the presence of the testator. Nuncupative wills cannot dispose of more than $300, unless proved by at least two witnesses. Wills are recorded in the Probate Court.

SPECIAL LAWS OF MINNESOTA.

Arrest.—No arrest for debt.

Assignments—Must be acknowledged and filed in the office of the Clerk of the District Court for the county where the debtor resides. Within ten days after making the assignment, the debtor must file a sworn inventory containing a list of the creditors, the debts due to them, and also a complete inventory of his property. The assignee must give a bond to the State, with two sureties, in double the value of the assigned property. This bond must be filed within five days after the inventory, or the assignment is void. Notice must be published and sent by mail to each creditor. Claims of creditors must be sworn to.

The wages of servants, laborers, mechanics, and clerks for services performed within three months prior to the date of the assignment, are entitled to be paid in full before other debts.

It is a question whether preferences are legal.

Chattel Mortgages.—Must be filed in the office of the Town Clerk. Valid lien for two years. Affidavit of mortgage as to amount remaining due must be filed every year thereafter. A chattel mortgage containing a clause permitting mortgagor to retain possession and sell is void as against creditors and purchaser.

Descent and Distribution of Property.—The husband or wife may hold one-third of the lands owned by the other before decease, free from any disposition by will or other-

wise, liable, however, for its just proportion of the debts. The residue of the real estate, or if there be no widow or surviving husband, the whole thereof descends; 1st, to the children; if no child, then to father; if no father, one equal one-third to the mother, and the residue to the brothers and sisters; if no brother or sister is living, the mother takes the whole; if there are none of these, the estate goes to the next of kin; if no kindred, the whole estate goes to the surviving husband or wife.

Personal property goes in the same way.

Divorce.—The plaintiff must have resided in the State one year. Causes for absolute divorce: (1) Adultery; (2) impotency; (3) cruel and inhuman treatment; (4) sentence of imprisonment in State's prison; (5) willful desertion for three years; (6) habitual drunkenness for one year.

Causes for limited divorce: (1) Cruel and inhuman treatment; (2) such conduct of the husband as may render it unsafe or improper for the wife to cohabit with him; (3) abandonment of the wife by the husband.

Evidence.—Interest in the result of a suit does not disqualify a witness from testifying, but a party to, or one interested in the result of an action, is not allowed to give evidence therein of or concerning, any conversation with, or admission of, a deceased or insane party or person, relative to any matter at issue between the parties.

Executions.—In district court, may issue at any time after judgment, within ten years from date of docketing, returnable in sixty days. Executions may be renewed for a further period of sixty days for each renewal. In justice court, no execution can issue until ten days after entry of judgment; is returnable in thirty days, and may be renewed for same period.

Exemptions.—Personal property as follows: Family Bible, pictures, school-books, library, musical instruments; pew in church; lot in burial ground; wearing apparel, and bedding; stoves and appendages; cooking utensils; other household furniture not exceeding $500 in value; three cows, ten swine, one yoke of oxen and a horse (or a span of horses or mules), twenty sheep and their wool, necessary food for stock for one year; one wagon, cart or dray, one sleigh, two plows, one drag; other farming utensils to the value of $300; one sewing-machine; grain for one year's seed, not exceeding fifty bushels of wheat, fifty

bushels of oats, thirty bushels of barley, fifteen bushels of potatoes, and three bushels of corn; provisions and fuel for debtors family for one year; tools of mechanics, etc.; stock-in-trade not exceeding $400; library and implements of a professional man; the wages of laborers not exceeding $20 for work done within ninety days; all presses, stones, type, cases and other tools in use by any partnership or printer, to value of $2,000, together with stock-in-trade to value of $400.

A homestead not exceeding forty acres, and the dwelling thereon; or a lot in an incorporated village, city or town having over five thousand inhabitants, or one-half an acre in a village, city or town of less than that number, is exempt.

Garnishment.—In any action in a court of record or justice's court, the property, money or effects of defendant in the hands of or under the control of any person may be reached by garnishment.

Interest.—For any legal indebtedness, 7 per cent. per annum; contracts in writing may be made for as high as 10 per cent.

Judgments upon being docketed in the office of the Clerk of the District Court for any county, become a lien upon all the real property of the debtor in said county, owned by him at the time of docketing the judgment, or thereafter acquired; said judgment shall survive and the lien thereof continue for the period of ten years. Personal property is not affected by a judgment or execution, till actually levied upon and taken into custody by the officer under an execution.

Limitations.—Actions for recovery of real property must be brought within twenty years; on a judgment or decree of a court of the United States, or of any State or Territory of the United States, and actions to foreclose mortgages of real estate, within ten years (but a mortgage may be foreclosed by advertisement, under power of sale, within *fifteen years*); actions on contracts or other obligations, express or implied, actions upon liabilities created by statute, actions for trespasses on real property, for taking, detaining, and injuring personal property, or for the recovery thereof, actions for criminal conversations, or for any other injuries to the person or rights of another, not arising on obligation, actions for relief on the ground

of fraud, after the discovery thereof, actions to enforce a trust or to compel an accounting where a trustee has neglected to discharge his trust, or has repudiated it, or fully performed it, within six years; actions for libel, slander, assault, battery, or false imprisonment, within two years; in actions for the recovery of a balance due upon a mutual, open, and current account, when there have been reciprocal demands between the parties, the cause of the action is deemed to have accrued from the time of the last item proved in the account on either side.

If when cause of action accrues against a person he is out of the State, the action may be commenced within the times herein limited, after he comes into the State; absence from the State after the cause of action has accrued, is not reckoned as part of the time limited for the commencement of the action.

If cause of action arose out of this State, and cannot be maintained by the laws of the place where it arose, by reason of the lapse of time, an action thereon cannot be maintained in this State, except in favor of a citizen thereof, who has had the cause of action from the time it accrued.

Married Women.—All property owned or held by any woman at the time of her marriage, continues to be her separate property thereafter, and any married woman may, during coverture, receive, take, and enjoy property of any and every description, and the rents and profits thereof, free from the control of her husband and from any liability on account of his debts, as fully as if she were unmarried.

A married woman may sue and be sued, and make contracts as if sole; except that no conveyance or contract for the sale of real estate, or of any interest therein, other than mortgages to secure the purchase money of the lands mortgaged, and leases not exceeding three years, shall be valid, unless her husband shall join with her in such conveyance.

Husband and wife are not liable for each other's debts, except that husband is liable for necessaries furnished his wife where he would be liable at common law.

Married woman's property is responsible for her torts and debts. In relation to all subjects except real estate,

husband and wife may contract with each other and be the agent, the one of the other.

Qualifications for Voting.—Every male citizen of the United States, and persons of mixed white and Indian blood, or of Indian blood who have adopted the language, customs and habits of civilization, and shall have been pronounced, by any District Court in the State, capable of enjoying the rights of citizenship, also, such as have declared intention and shall have resided in the United States for one year, in the State four months, ten days in the district, and is twenty-one years of age. The legislature may provide by law, that any woman of the age of twenty-one years and upwards, may vote at any election for the purpose of choosing officers of schools or upon any measure relating to schools and may also provide that any such woman shall be eligible to hold any office pertaining solely to the management of the schools.

Wills.—All persons of the age of twenty-one, including married women, may make wills. Every will must be signed by the testator, or by some person in his presence, by his direction, at the end. It must be attested and subscribed by two or more witnesses in the presence of the testator. Wills are recorded in the office of the Probate Court.

SPECIAL LAWS OF MISSISSIPPI.

Arrest and imprisonment for debt is forbidden by the constitution.

Assignments.—May be made giving preference to one or more creditors. When made to defraud creditors are void. No provision for discharge of debtor is made.

Chattel Mortgages.—Personal property can be mortgaged, and its delivery is not essential to the delivery of the lien. They are recorded or registered as in cases of the conveyance of real estate, and the registry becomes constructive notice to subsequent purchasers. The rules of acknowledgment and record apply.

Descent and Distribution of Property.—Real estate

descends, subject to the wife's dower or the husband's curtesy as follows: To the children; if none, to the brothers and sisters; if none, to the father and mother, or the survivor of either; if none of these living, to the next of kin. When there are no surviving children, or descendants of children, the surviving wife or husband takes the whole estate; if there are children, the surviving parent takes an equal share with them.

Personal property descends in the same way.

Divorce.—The plaintiff must have resided in the State one year. Causes: (1) Within prohibited degrees of affinity; (2) impotency; (3) adultery; (4) sentence to the penitentiary; (5) willful and continued desertion for two years; (6) habitual drunkenness; (7) insanity or idiocy at time of marriage; (8) habitual cruel and inhuman treatment marked by personal violence; (9) bigamy.

Executions.—May issue at any time within a year and a day, and, if returned *nulla bona*, may again issue at any time within seven years from the date of the last preceding issuance. The execution is a lien upon the property of the debtor from the date of its levy by the officer. The first execution received against same defendant to be satisfied first.

Exemptions.—Two horses or mules, or one yoke of oxen; two cows and calves, five head of stock-hogs, five sheep, 150 bushels of corn, 300 bundles of fodder, ten bushels of wheat or rice, 200 pounds of meat; one cart or wagon worth $100; one sewing-machine; household and kitchen furniture worth $100; crops while growing are exempt. For persons living in a city, town or village, personal property to the value of $250 is exempt and may be selected by the debtor. Wages to the amount of $100 are exempt. Tools of a mechanic; implements of a farmer necessary for two male laborers; books of a student; wearing apparel; the libraries of attorneys, physicians and ministers; the instruments of surgeons and dentists worth $250; arms and accouterments of a militiaman; globes, books and maps used by teachers; the amount of life insurance policy not exceeding $10,000.

A homestead of a householder with a family, not to exceed $2,000 in value, or a farm of eighty acres in the country, is exempt.

Garnishments.—May be sued out in attachments, and,

upon execution, upon suggestion in writing that the defendant has no sufficient property subject to execution.

Interest.—The legal rate is six per cent. per annum, but parties may contract for ten per cent. Where more than this is stipulated for, all interest is forfeited on plea of usury.

Judgments.—When enrolled in the Circuit Clerk's office, when rendered is a lien from date of rendition, and when enrolled in another county from date of enrollment, upon all property, real and personal, of defendant not exempt by law, the lien continues for seven years. They are not liens except in the counties where enrolled.

Limitations.—Open accounts, three years; contracts not under seal, express or implied, bonds, notes, and contracts under seal, six years; judgments and decrees rendered in another State against residents of this State, three years; rendered in this State, seven years; real actions, ten years.

Married Women.—Property of wife acquired in any manner, and at any time, is her own separate estate, and husband and wife may dispose of their separate estates, or sue each other.

Qualifications for Voting.—All male inhabitants of the State who are citizens of the United States, or naturalized, who have resided in the State for six months, in the county one month, and are twenty-one years of age.

Wills.—Any person 21 years of age can make a will. If the will is wholly in the handwriting of the testator, no witnesses are required. Every other requires at least two witnesses. Nuncupative wills can only be made during the last sickness of deceased, at his home or residence, for last ten days, except in case of soldiers and marines at sea. Such a will cannot dispose of more than one hundred dollars' worth of property, unless two witnesses prove that deceased called on some person present to bear witness that such was his will. Wills are recorded in the office of the Clerk of the Chancery Court.

SPECIAL LAWS OF MISSOURI.

Arrest.—No arrest for debt under any circumstances.

Assignments.—Preferences are not allowed. The assignment must be acknowledged and recorded with the Recorder of Deeds of the county where the debtor resides, with it must be filed an affidavit of the debtor, setting forth the nature and value of his property. Within three days the assignee must give a bond with two sureties in double the value of the property, and within fifteen days he must file an inventory of the property in the clerk's office of the Circuit Court of the county where the debtor resides. The judge appoints two persons to appraise the estate. Within three months after the date of the assignment the assignee must appoint a time and place to hear and allow demands, and four weeks' notice of this must be sent to the creditors. The failure of a notified creditor to present his demand will preclude him from obtaining a share of the property.

Dividends must be declared one month after the allowance of demands.

Chattel Mortgages should be recorded, or the property immediately delivered to the mortgagees and possession retained by the mortgagee, or they will be void as to creditors or purchasers, without *actual* notice.

Mortgages on stock in trade, where the mortgagor continues in possession, dealing with the goods as his own, are fraudulent and void.

Descent and Distribution of Property.—All the property descends: 1st, to the children and their descendants; if none, then to father, mother, brothers and sisters equally; if none of these are living, then to husband and wife; if neither of these, then to grandparents, uncles and aunts and their descendants in equal shares. If there are no children, the widow takes one-half of the estate. If a child or children, she takes an equal share with them. She is entitled to one-third of realty for life.

Divorce.—Is granted for the following causes: (1) Impotency at time of marriage and still continuing; (2) wife

or husband by former marriage still living; (3) adultery; (4) willful absence for one year; (5) conviction of a felony; (6) habitual drunkenness for one year; (7) cruel and barbarous treatment that endangers the life of the other; (8) such indignities as to render the condition of the other intolerable; (9) because husband is a vagrant; (10) conviction of husband previous to marriage for felony or infamous crime; (11) pregnancy of wife by another man at the time of the marriage.

Evidence.—All parties, including parties to the suit, are competent witnesses, unless one of the parties be dead when the other cannot testify. The parties may compel each other to testify.

Husband and wife are not competent witnesses for or against each other, except where the wife has acted as agent of the husband, or where they are opposing each other.

Executions may issue to different counties at the same time, within ten years from rendition of judgment, which may be renewed every ten years. There is no stay of execution in this State.

Exemptions.—Wearing apparel, tools and implements of mechanic are exempt. Also, if debtor is the head of a family; ten hogs, ten sheep and their wool, two cows and calves; two plows, one ax, one hoe, one set of plow gears, necessary farm implements for one man; working animals to the value of $150; spinning-wheel and cards; one loom and apparatus; spun yarn, thread and cloth; hemp, flax and wool, not exceeding twenty-five pounds each; four beds and bedding; furniture worth $100; arms, etc.; provisions worth $100; Bibles and other books in use, gravestones and a pew; tools of mechanic; lawyers, ministers and physicians may select books and medicines in the place of other property, which is exempt The head of a family may select and keep in place of the live-stock and implements exempt, any other property worth $300.

A homestead worth $3,000 in a city of over 40,000 inhabitants, not larger than eighteen square rods of ground, is exempt. In the country and in cities, the homestead cannot exceed $1,500 in value; nor thirty square rods in extent in cities; or 160 acres in the country. A homestead may be sold or mortgaged without the consent of the wife, unless she has filed a claim in the Recorder's office.

Garnishment may be employed either on attachment or execution writs. It is effected by the delivery by the officer to garnishee of a written notice, requiring the latter to appear at a time stated to answer interrogatories in regard to property of the defendant in his hands, or debts due by him to defendant. At the time stated, the garnishee must answer, under oath, such questions as are propounded him on that subject. If his answer is denied by plaintiff, a trial is had of that issue. If the garnishee prevails, the garnishee obtains a reasonable allowance to compensate him for expenses, including his attorney fees; in any case, the garnishee receives a small allowance for appearing in the cause. If effects be found in garnishee's hands, he must deliver them up, otherwise judgment is entered against him personally.

Interest.—Parties may contract in writing for any rate not exceeding ten per cent.; but where no contract is made, the legal rate is six per cent. Judgments bear the same rate as the original cause of action. Open accounts bear interest at the rate of six per cent. from the time of demand, after maturity. The penalty for usury is the forfeiture of all interest to the school fund, and defendant recovers costs.

Judgments of courts of record are liens upon all the real estate of defendant in the county where rendered, or in the county where a transcript is filed in the circuit clerk's office. Judgments of justices of the peace may be made a lien on real estate by filing transcript in the circuit clerk's office. They are a lien on personalty, from the time execution comes to the hands of the constable; but in courts of record executions are only a lien on personalty after levy.

Limitations.—Actions upon written contracts for the payment of money, including notes and bills, ten years; upon open accounts, dating from last item of debit or credit, promises for the payment of money not in writing, and civil actions generally, five years; libel, slander, assault and battery, false imprisonment, &c., two years.

Judgments are presumed to be paid in twenty years. A new promise *in writing* will overcome the bar of the statute.

Married Women may hold real property to their sole and separate use, with or without the intervention of a trustee, and such property is free from the husband's

debts. All personal property and choses in action, belonging to wife at her marriage, or thereafter by gift, bequest, inheritance, or by purchase with her separate money, or due as wages of her labor, or which may have grown out of the violation of her personal rights, remains her separate property, not liable to legal process for her husband's debts, but the wife's personal property and the annual products of her realty are liable for debts of the husband created for necessaries for the family. A married woman may, by agreement with her husband, carry on business as a sole trader, in which case her stock is regarded as her separate estate, liable for her debts contracted in reference thereto. A married woman, having separate property, may charge the same by her general engagements, notes, &c., her intent to charge the same being inferred from the fact of her making such contracts. The husband is not liable for wife's debts contracted before marriage.

Qualifications for Voting.—Every male citizen of the United States, those who have declared intention not less than one year nor more than five years, have resided in the State for one year, in the county sixty days, in the district sixty days, are twenty-one years of age, and who shall be able to read and write.

Wills.—Persons over 21 may make wills of real estate; persons over 18, of personal property. Married women over 18 may make wills, even of real estate. Wills must be signed by the testator, and attested at his request and in his presence by at least two witnesses. Wills are recorded in the office of the Recorder of Deeds.

SPECIAL LAWS OF MONTANA.

Arrest and imprisonment for debt are allowed in cases of fraud.

Assignments.—No insolvent law, but insolvent debtor arrested may, if not worth real or personal estate to amount of $50 over and above exemption, be discharged from arrest.

Chattel Mortgage may be given to secure debt; must be recorded. Time cannot exceed one year.

Descent and Distribution of Property.—If deceased leaves husband or wife and only one child, in equal shares to each; if more than one child, one-third to husband or wife, and remainder to children in equal shares. If there are no children, the surviving husband or wife takes one-half, and the other half goes to decedent's father; if no father living, then to brothers and sisters and mothers in equal shares. Children of deceased brothers and sisters come in for their parent's share. If there is no husband, wife or children or children's children, the whole estate goes to decedent's father; if no father living, then to brothers, sisters and mothers in equal shares; if no sisters or brothers, the mother takes it all to the exclusion of the children of brothers and sisters. If there is a husband or wife surviving and no children, father, mother, brother or sister, the whole estate goes to the surviving husband or wife. If none of these persons are left surviving, the estate goes to the next of kin in equal degrees. If no kindred, the estate escheats to the school-fund of the State.

Executions.—Issue any time within six years.

Exemptions.—Clothing, chairs, tables, desks and books, to value of $100; household furniture; provisions and fuel for two months; one sewing-machine, worth $100; one horse, two cows and calves, two swine, fifty domestic fowls. A farmer may keep his farming utensils, not exceeding $600 in value; two oxen, or one horse or mule and their harness, two cows, one cart or wagon, food for such stock for three months; $200 worth of seeds, grain or vegetables for planting; the tools of mechanics; the instruments and books of physicians, dentists, lawyers and clergymen. To a miner, his dwelling, not exceeding $500 in value, and all his tools and machinery, worth $500, one horse, mule, or two oxen, and their harness, and their food for three months. One horse, mule or two oxen, vehicle and harness of a physician or clergyman, and food for such stock for three months; arms, etc.; wages for last thirty days, if necessary, for family.

A homestead, not exceeding in value $2,500. If a farm, not more than 160 acres; if in a town, city or village, not more than one quarter of an acre.

Garnishment.—Any person indebted to or having prop-

erty of a judgment debtor may be compelled by order of the Court in a summary way, to apply same on account of the judgment.

Interest.—Legal rate ten per cent., but any rate may be agreed upon.

Judgments are liens on real estate from the time they are docketed for six years. There must be at least ten to forty days between service of summons and obtaining of judgment in the district court, and four to ten days in justice's court. Judgment notes are not used.

Limitations.—Claims against deceased persons forever barred unless presented within time limited in notice, unless, upon special showing, it appears notice was not received by creditor. Limitation expires in three years on book accounts; six years on notes and judgments.

Married Women, the property of, if listed and recorded, not liable for husband's debts, except for necessaries. They may become *femme sole* traders upon recording their intention so to do in office of recorder of deeds.

Wills.—All persons over 18 years of age may make wills. Every will must be signed at the end by the testator, or by some person in his presence and by his direction. It must be attested and subscribed in his presence by two or more witnesses. A married woman may make a will of her separate property. Nuncupative wills cannot dispose of more than $1,000, and must be proved by two witnesses, one of whom was asked by deceased to bear witness that such was his will. Such wills are only allowed in case of persons at sea or in actual military service in expectation of immediate death.

SPECIAL LAWS OF NEBRASKA.

Arrest.—A defendant in a civil action may be arrested before and after judgment, when there is filed an affidavit by plaintiff, or his attorney or agent, stating the nature and amount of the claim, and that it is just, and one or more of the following grounds:

1st. That the defendant has removed, or begun to remove,

any of his property out of the jurisdiction of the court with intent to defraud creditors.

2d. That he has begun to convert any part of his property into money, in order to place it beyond reach of creditors.

3d. That he has property or rights in action which he fraudulently conceals.

4th. That he has assigned, removed, disposed of, or has begun to dispose of, his property with intent to defraud creditors.

5th. That he fraudulently contracted the debt, or incurred the obligation for which suit is brought.

Also statement of the facts inducing the belief in these facts. An undertaking must be given, by two or more sureties, that plaintiff will pay damages to defendant if the order is wrongfully obtained.

Assignments.—No preferences are allowed, except for the wages of laborers to the amount of $100. The assignment must be recorded in the office of the Recorder of Deeds within thirty days.

Within thirty days after the execution of the assignment, the assignee must file in the office of the Clerk of the District Court of the county, an inventory of the assigned property, with an affidavit that it is a full and complete inventory of all the property that has come to the knowledge of the assignee. The District Courts appoint three appraisers and the assignee is obliged to file a bond in double the appraised value of the property. The assignee must at once publish a notice of his appointment, and the creditors have six months in which to present their claims.

Assignees must file statements with the Clerk of the District Court every six months.

The assignment does not discharge the debtor.

Chattel Mortgage is good for five years and then ceases to be valid as against creditors and purchasers, although remaining good as between the parties. A mortgage of chattels with possession and power of sale by the mortgagor, is void as to creditors. It is felony for the mortgagor to remove the property out of the jurisdiction of the District Court of the county where the property was when mortgaged, without the consent of the mortgagee.

Descent and Distribution of Property.—Lands descend to children and issue of deceased children; if no

children or descendants, to widow for life; then to father; if no father, then to mother, and brothers and sisters equally; if no brother or sister, the mother takes the whole estate; if none of these, then to next of kin. The widow takes one-third of the real estate for her life as dower, and a husband may have curtesy in his wife's land.

Personal property goes the same way as real estate, except that the widow takes the same share as a child.

Divorce.—Causes: (1) Adultery; (2) abandonment for two years; (3) habitual drunkenness; (4) physical incompetence at time of marriage; (5) sentence of imprisonment for three years or longer; (6) extreme cruelty; (7) neglect to provide.

The plaintiff must have resided in the State six months.

Evidence.—All persons are competent witnesses except persons of unsound mind. Husband and wife relative to communication of one to the other, an attorney relative to communication of a client, and a clergyman relative to confessions of a sinner, or any person who has a direct legal interest in a suit wherein the adverse party is an executor, administrator, or legal representative of a deceased person.

Executions.—May issue at any time within five years; if no execution is issued for that length of time, judgment becomes dormant, but may be revived by proceedings in the nature of *scire facias.*

Exemptions.—A homestead is exempt to the value of $2,000. If in a city or town, it must not exceed half an acre; if in the country, not more than 160 acres.

In case the debtor has no land, he may claim and keep $500 worth of personal property as exempt. Besides this, the following personal property is exempt: clothing of the family; family supplies for six months; supplies for domestic animals for three months; furniture; family Bible and picture books; cooking utensils, domestic animals, tools and implements of trade; sixty days' wages to laboring men, clerks, etc.

Garnishment.—Money in hands of a third party may be garnisheed by the usual process in attachment.

Interest.—Seven per cent. May be ten by contract.

Judgments.—In the State District Court, and U. S. Circuit Court are liens on all real estate of the debtor; the judgments in the District (or of inferior courts docketed

therein) are liens on all real estate in the county. Such judgments may be docketed in other counties with like effect. If the judgment is in the Federal Court the lien attaches to all lands of the debtor in the State. Execution may be stayed nine months on bonded security (if judgment exceeds $100), except in cases of decree of foreclosure on real estate, when request is sufficient.

Limitation.—Action on written contract, five years. Action on contract not in writing—for trespass to real property—for injury to or recovery of personal property, four years. Actions for libel, slander, assault, malicious prosecution, false imprisonment, one year; action on official bond, ten years; actions affecting real estate, ten years. Acknowledgments in writing revive the cause. Actions barred in other States are barred here. Disability arises from minority, insanity, imprisonment, or marriage, and suit may be commenced after the disability is removed.

Married Woman may sue and be sued while covert, the same as if she were sole. The husband is not liable for the debts of the wife before marriage, nor is her property liable for the debts of the husband.

Qualifications for Voting.—Every male citizen of the United States, such as have declared intention, six months' residence in the State, term in county and town as provided by law, and twenty-one years of age.

Wills must be in writing, signed by testator, or by some person in his presence by his direction. They must be attested and subscribed in his presence by two or more witnesses. Wills are recorded in the office of the County Clerk.

SPECIAL LAWS OF NEVADA.

Arrest for debt is not allowed.

Assignments.—General assignments not in use. Under the Insolvent Law, the debtor may file a petition with the Judge of the District Court, with a schedule containing the names of creditors, the debts due to them, and a complete inventory of the debtor's property. A meeting of

the creditors is appointed by the judge, to show cause why the debtor should not be discharged. The creditors select the assignees. On demand of any two creditors, the assignees must report. Concealment of property or books, or alterations of books, with intent to defraud creditors is fraudulent, and will prevent the debtor from obtaining a discharge.

Chattel Mortgages.—No mortgage of personal property shall be valid, except between the parties, unless possession be given to the mortgagee, except mortgages on growing crops.

Descent and Distribution of Property.—1st, to surviving husband or wife, and one child equally; if more than one child, one-third to surviving husband or wife, and remainder equally among the children; if no children, the estate goes half to surviving husband or wife and half to father; if no husband or wife surviving, the whole estate to father; if no father, to mother, brothers and sisters in equal shares; if no brother or sister, the mother takes it all; if there is no mother, etc., but a surviving husband or wife, the whole estate goes to such survivor; if none of these persons are living, to next of kin.

Divorce.—Causes: (1) Impotency at the time of marriage and continuing to the time of divorce; (2) adultery; (3) willful desertion for one year; (4) conviction of felony or infamous crime; (5) habitual gross drunkenness contracted since the marriage; (6) extreme cruelty; (7) willful neglect to provide proper support for one year.

The plaintiff must have resided 6 months in the county where the action is brought.

Execution may issue at any time within five years from the entry of judgment.

Exemptions.—Personal property as follows: chairs, tables, desks and books, to the value of $100; household furniture; provisions and fuel for one month; farming utensils and seed for next six months, to the value of $200; two horses, two oxen or two mules, and two cows, and food for one month; one cart and wagon; tools of mechanic; instruments and libraries of surgeon, physician, surveyor or dentist; the professional libraries of attorneys and counsellors, or ministers of the gospel; the dwelling of a miner, worth $500; his tools, worth $500, and two horses, two oxen, or two mules and harness; one cart or wagon, used

by teamster or laborer to earn his living with the horses, etc.; one horse, harness and vehicle of a physician, or surgeon, or minister, and food for the animal for one month; one sewing-machine, all fire-engines and property of fire-companies; arms, etc.

A homestead, to be selected by the head of a family, not exceeding in value $5,000, is exempt. A homestead must be recorded. It cannot be alienated, except by consent of both parties, in writing, as in a joint deed or mortgage.

Garnishment.—Debts, etc., owing defendant may be garnisheed in all cases where attachment may issue.

Interest.—Legal rate, ten per cent.; but any sum may be agreed upon in writing.

Judgments are liens on real estate from time they are docketed for two years. There must be from ten to forty days between the service of summons and obtaining of judgment in district court, and three to twelve days in justice's court. Judgment notes are not used.

Limitation expires in ten months after administration on claims against deceased persons; four years on book accounts; six years on notes and judgments.

Married Women control the separate estate owned before marriage. They may bind their estate by contracts, notes, etc., and may be declared *femme sole* traders by the courts.

Qualifications for Voting.—Every male citizen of the United States, residence six months in the State, thirty days in the county, thirty days in town or district, and 21 years of age.

Wills.—All persons over 18 may make wills of all their property. A married woman may dispose of her separate property by will without her husband's consent. She may will her share of the common property with her husband's written consent annexed to the will. All wills must be in writing, signed and sealed by the testator, or by his direction and must be attested by two witnesses in his presence. Nuncupative wills cannot be made where the estate exceeds $1,000 in value. Such wills must be proved by two witnesses within three months. Wills are recorded in the Probate Court.

SPECIAL LAWS OF NEW HAMPSHIRE.

Arrest.—A female cannot be arrested or imprisoned upon any writ in an action founded on contract; nor can any male be arrested on such a writ, unless the debt or damage, for the recovery of which such action may be brought, shall exceed $13.33, exclusive of all costs, and unless the plaintiff, or some person in his behalf, shall make an affidavit before a justice, on the back of such writ, that in his belief the defendant is justly indebted to him in a certain sum exceeding $13.33, and that he conceals his property so that no attachment or levy can be made, or there is good reason to believe he is about to leave the State to avoid payment of his debts.

When the defendant is arrested, he may, if he desire it, be taken before two justices, and if he make affidavit and produce evidence that he does not conceal his property, and has no intention of leaving the State to avoid the payment of his debts, said justices, if satisfied with such affidavit and evidence, may order his discharge.

Assignments.—Preferences are not allowed. The assignment must be under seal and be sworn to and acknowledged. Within ten days after the date of the assignment the assignee must file in the office of the Register of Probate a copy of the assignment with a schedule of the property, and a list of creditors, and the debts owing to them. Both debtor and assignee must swear to this schedule. The assignee must give a bond to the Judge of Probate with sureties, within five days after filing the schedule. The assignee must give notice of the assignment by publication. The creditors have six months to file their claims under oath in the Probate Office. One year from the time of appointment the assignee is required to settle his account in the Court of Probate, and a *pro rata* distribution of the assets is ordered.

Chattel Mortgage must be recorded in the Town Clerk's office. It will not be valid as to creditors unless both parties subscribe and make oath to the following

affidavit, which must be made on the mortgage and recorded with it:

"We severally swear that the foregoing mortgage is made for the purpose of securing the debt specified in the condition thereof, and for no other purpose whatever, and that said debt was not created for the purpose of enabling the mortgagor to execute said mortgage, but is a just debt, honestly due, and owing from the mortgagor to the mortgagee."

The mortgagee may sell the property at auction at any time within thirty days after the mortgage is due, posting notices of sale in two public places and giving written notice to mortgagor at least four days before the sale.

Descent and Distribution of Property.—Real property descends subject to dower and curtesy, as follows: 1st, to the children; if none, to the father; if none, to the mother, and brothers and sisters; if none of these, to the next of kin. The widow is entitled to dower of one-third of the real estate for life.

Personal property goes to the widow in the share assigned by law. The residue goes to the same persons as the real estate.

Divorce.—Causes: (1) Impotency; (2) adultery; (3) extreme cruelty; (4) conviction of crime punishable by imprisonment for more than one year, and actual imprisonment on such conviction; (5) treatment seriously injuring health; (6) treatment endangering reason; (7) absence for three years without being heard of; (8) habitual drunkenness for three years together; (9) refusal to cohabit for six months together; (10) when wife has resided out of the State separate from her husband ten years without his consent.

The defendant must be served *personally* with the papers if the parties are residents of another State. If only one party, as the plaintiff, resides in the State, he must actually reside there one year.

Evidence.—Interest in the result of an action, or conviction of a crime, does not disqualify a witness from testifying, but the same may be shown as affecting his credibility. No person shall be compelled to give evidence tending to criminate himself, but may testify in his own behalf in criminal proceedings. The wife may testify for

or against the husband, and the husband for or against the wife, but not in violation of marital confidence.

Exemptions, wearing apparel; household furniture, worth $100; necessary beds and bedding; one cooking stove and furniture; one sewing-machine; Bibles and school-books; library, to value of $200; one cow, six sheep and their fleeces; one hog, one pig and slaughtered pork; four tons of hay; provisions and fuel, to the value of $50; tools of trade, worth $100; a yoke of oxen or a horse; uniform, arms, etc., of militiaman; pew in church; lot in cemetery.

A homestead of the value of $500 is exempt.

Interest.—The legal rate is six per cent. per annum, and if more is taken, the party forfeits three times the amount so unlawfully taken.

Judgments bear interest from the date of their rendition, and are good for twenty years, but are not a lien on property of the debtor.

Limitations.—Actions upon contracts under seal, judgments, or recognizances, and actions on notes secured by mortgage on real estate, may be commenced at any time within twenty years. If the person entitled to bring a real action be an infant, married woman, or an insane person, the action may be brought within five years after such disability is removed, or if a personal action, within two years. Actions for libel and trespass to the person must be brought within two years. Actions upon promissory notes, not under seal, book accounts, etc., and all other personal actions, must be brought within six years. Where the defendant is absent from the State at the time the action accrued, the time of such absence shall be deducted from the time limited in bringing action. No action can be commenced against an administrator or executor within one year after his appointment; or until a demand is made; nor after two years from the original grant of administration; nor for any cause of action against the deceased after three years, unless by order of court; and where there is estate for the payment of such demands.

Married Women.—May hold property in their own right, excepting such as may be acquired by the payment of the husband or the pledge of any of his property. They are also entitled to dower in the improved real estate of the husband, and, jointly with the minor children, to a

homestead not exceeding $500 in value. They may make contracts, and sue and be sued in all matters, as if sole and unmarried; excepting as to contracts and conveyances between the husband and wife; and that no married woman shall be liable as surety or guarantor for her husband, nor any undertaking by her for him, or in his behalf. They may also dispose of their property by will, if of full age and sound mind, but cannot deprive the husband of his distributive share in her estate or his right of curtesy.

Qualifications for Voting.—Every male inhabitant twenty-one years of age.

Wills.—Persons over the age of 21 are competent to make wills. A will must be signed and sealed by the testator, or by some person in his presence by his direction. It must be attested and subscribed in his presence by three or more witnesses. Married women may make wills. Nuncupative wills can only be made by the testator in his last sickness and in his home. There must be three witnesses, who must be requested to bear witness that such is his will. It must be reduced to writing within six days and proved within six months. Wills are recorded in the office of the Register of Probate.

SPECIAL LAWS OF NEW JERSEY.

Arrest.—Imprisonment for debt is abolished, except in cases of fraud in the contract, or in the debtor's removal, transfer or concealment of his property, to prevent its being reached by his creditors.

Assignments—Preferences are not allowed. The assignment must be acknowledged. The debtor must annex to the assignment an inventory under oath of his property, and a list of creditors and the debts owing to each. This must be proved before the Surrogate and recorded in his office.

The assignee must give three weeks' notice by publication in two papers for creditors to present their claims. He must present an inventory, under oath, of the property to the Surrogate, and give bonds in double the amount of the valuation to the Ordinary of the State.

After all this is done, the assignment may be recorded in the office of the County Clerk or Register.

The creditors have three months to present their claims; if they do not present them they are not entitled to share in the assets after that time. The assignee must render his final account within one year. Wages of clerks, minors, mechanics, and laborers are preferred debts not exceeding $300 to one person. The landlord's claim for rent for one year is also preferred. If the debtor have a family, goods to the amount of $200 are reserved to him.

There are also Insolvent Laws.

Chattel Mortgages.—Usual provisions as to recording with the Clerk or Register of the county. It is prudent to annex to the mortgage an affidavit made by the holder of the mortgage, stating the considerations of said mortgage and the amount due.

Descent and Distribution of Property.—Real estate descends, first, to children and their descendants; if none, then to brothers and sisters of the whole blood and their issue; if none, to the father; if no father, to the mother for life; if no mother, to the brothers and sisters of the half blood or their issue. The widow has dower, and the husband curtesy.

Personal property goes: one-third to the widow, if there are children, and the residue to the children in equal shares; if no widow, the children take all; if no children, the widow takes one-half, and the other half goes to next of kin; first, the father; if the father be dead, to the mother, brothers and sisters equally.

Divorce.—Causes: (1) Adultery; (2) bigamy; (3) willful desertion for three years; (4) within prohibited degrees. Partial divorce is granted for extreme cruelty. Plaintiff must reside in the State three years.

Execution.—Issues at any time within the period of limitation against the body, goods and chattels, lands and tenements, to be made first out of goods and chattels. From Supreme Court executions may issue into several counties at once. Public notice must be given of sale of chattels five days, of real estate two months, before sale. Execution may issue immediately, except in Justice and District Courts where defendant may procure good and sufficient freeholders, residents in the county, to join with the defendant in confessions of judgment to the plaintiff,

with costs, when the execution is stayed as follows: If judgment be not more than $15, execution will be stayed one month; if more than $15 and under $60, three months; and where it exceeds $60, six months.

Exemptions.—All wearing apparel and other personal property to the amount of $200. A homestead, including lot and building, occupied as a residence, by a debtor with a family, to the value of $1,000.

Garnishment.—Can be effected only in attachment cases, and where execution is returned "*Nulla bona,*" and judgment creditor makes oath that debtor has goods and property to the amount of $50 or over which he conceals, in which case debtor can be compelled to discover under oath, and in case of a discovery the Court will appoint a receiver with powers to take property of debtor and to collect all moneys due him, except for the personal services of himself or of any of his family.

Interest.—The legal rate is six per cent. In case of usury, the creditor recovers only the actual amount loaned, without interest and without costs.

Judgments recovered in the Justice or District Courts are no lien until actual levy, and under the execution issued thereon only person property can be seized. Such judgments may be made a lien on real estate by docketing them in the Common Pleas Court. Judgments recovered in the other courts are liens on real estate from the time of entry, but are not liens upon personal property until the execution shall have been actually delivered to the officer. In case of several judgments, that wherein the first levy is made takes priority, though of subsequent date. Judgments recovered in the Supreme Court are liens on all lands of the debtor in the State. Judgments recovered in the Circuit and Common Pleas Courts are liens only in the county where judgment is recovered, but may be made liens upon all lands of the debtor in the State by being docketed in the Supreme Court.

Limitations.—Actions for slander must be sued within two years; upon constable's bond and trespass for assault to the person, within four years; all actions of trespass *quare clausum fregit,* trespass, trover, detinue and replevin, debts not founded on specialty, all actions of account, and on the case, within six years; actions on sheriff's bond, within nine years; actions on specialty for the payment of

money, or award under seal, or for rent on lease under seal, within sixteen years; and on judgments within twenty years. Part payment, or a written acknowledgment or promise to pay, will revive an outlawed debt. In all the above cases the statute is suspended during the non-residence of the debtor, except where plaintiff is also a non-resident, and the cause of action accrued out of the State.

Married Women.—A married woman may take, receive, and hold real, and personal property, as if single. Her wages or earnings from any employment or trade, carried on by her separately from her husband, and all investments of such wages, earnings, etc., are her sole and separate property, as though she were a single woman.

She may bind herself by contract, in the same manner and to the same extent as though she were unmarried, and such contract may be enforced at law or in equity, by or against her, in her own name, apart from her husband, provided that she cannot bind herself as "an accommodation indorser, guarantor, or surety."

She may execute conveyances of real estate without joining her husband, in some exceptional cases, as where he is an idiot, lunatic, or of unsound mind, or imprisoned on conviction of crime, or when she is living in a state of separation from him, under the final judgment or decree of any court.

She may also execute a valid will of her real and personal property, except that she cannot deprive her husband of his estate by the curtesy.

Qualifications for Voting.—Every male citizen of the United States, residence in State for one year, in county five months, and twenty-one years of age.

Wills.—Any person over 21 may make a will. A married woman may will her separate estate, but cannot take away her husband's interest in her real estate. Every will must be signed by the testator, or the writing acknowledged by him in the presence of two witnesses. He must declare at the same time that the paper is his will, and the witnesses must subscribe their names as such in his presence and in the presence of each other. Wills are recorded in the Surrogate's office.

SPECIAL LAWS OF NEW MEXICO.

Arrest.—Any creditor whose demand is $50 or more may sue out a writ of capias against his debtor, in the District Court, (for a less amount the proceeding may be instituted before a justice of the peace.) As a foundation for the writ, an affidavit must be made and filed, reciting the indebtedness, and alleging that the debtor is about to abscond from the Territory, so as to endanger the collection of the debt; and a bond must be given, with a penalty of double the amount claimed.

Assignment.—No statutory provision has been enacted for assignments for the benefit of creditors.

Chattel Mortgages.—Must be filed with Recorder of the county. Good for one year. May then be renewed by filing an affidavit of the mortgagee showing the amount still due. This must be done every year or it is void as against creditors and purchasers.

Divorce.—Causes: (1) Abandonment; (2) cruel and inhuman treatment; (3) adultery. Strict proof is required in all cases.

Executions.—Issue at once on the entering of judgment, and are returnable in sixty days. There is no stay of execution, except in case of an appeal. When the execution is returned not satisfied, an *alias* can issue.

Exemptions clothing, beds, etc.; fuel for thirty days; Bibles, hymn-books, testaments, school-books, family and religious pictures; provisions to the amount of $25; kitchen furniture, to the amount of $10; all tools and implements of trade, not to exceed $20 in value.

A homestead to the value of $1,000, belonging to a head of a family.

Garnishment.—By garnishment, money and property due defendant or held by others may be collected.

Interest.—Where there is no agreement, six per cent. is the legal rate, and twelve per cent. is fixed as the maximum to be charged in any event. Open accounts bear interest from six months after date. It is a misdemeanor to charge over twelve per cent.

Limitations.—*First.*—Actions upon a judgment of any court of record of any State or Territory of the U. S., or the federal courts of the U. S., must be brought within 15 years.

Second.—Actions founded upon any bond, promissory note, bills of exchange, or any other contract in writing, or upon any judgment of any court not of record, must be brought within six years.

Third.—Actions founded upon accounts and unwritten contracts, and brought for injuries to property, or for the conversion of personal property, or for relief upon the ground of fraud, and all other actions not mentioned above, must be brought within four years.

Fourth.—Actions of replevin must be brought within one year from the time the cause of action accrued.

Fifth.—Possession of real estate uninterrupted for ten years, held under color of title, bars all claims except as to infants, married women, &c.

Married Women.—May hold the property, owned by them in their own right at the time of their marriage, or acquired by inheritance, and may acquire property after marriage; and are entitled to one half of all the acquest property, that is, the property acquired by the husband and wife during their married relations; said acquest property, however, being liable for their joint indebtedness. They may make contracts with the consent of their husbands, and their property is not liable for husband's debts.

Wills.—Males over 14 and females over 12 may make wills. Wills may be either written or verbal. If in writing, they must be signed by the testator and attested by three witnesses. If the testator is unable to write, some other person may sign at his request. Verbal wills must be proved by five witnesses.

SPECIAL LAWS OF NEW YORK.

Arrest.—The defendant may be arrested and held to bail, where an action is brought to recover a fine or penalty; to recover damages for personal injury; for an injury to property, including the wrongful taking, detention, or conversion of personal property; for breach of promise to marry; for misconduct or neglect in office or in a professional employment; for fraud or deceit; to recover money, funds, credits, or property held or owned by the State, or held or owned officially or otherwise, for or in behalf of a public or governmental interest, by a municipal or other public corporations, board, officer, custodian, agency, or agent of the State, or of a city, county, town, village, or other division, sub-division, department or portion of the State, which the defendant has without right obtained, received, converted, or disposed of; or to recover damages for so obtaining, receiving, paying, converting, or disposing of the same; upon contract, express or implied, other than a promise to marry, where it is alleged in the complaint that the defendant was guilty of a fraud in contracting or incurring the liability; to recover a chattel, where the chattel, or a part thereof has been concealed, removed or disposed of, so that it cannot be found or taken by the sheriff, and with intent that it should not be so found or taken, or to deprive the plaintiff of the benefit thereof; upon contract, express or implied, other than a promise to marry, where the defendant has, since the making of the contract, or in contemplation of making the same, removed or disposed of his property with intent to defraud his creditors, or is about to remove or dispose of the same with like intent; in an action for usurping, intruding into, unlawfully holding, or exercising an office, brought in the name of the people; to recover for money received, or to recover property or damages for the conversion or misapplication of property, where the money was received, or the property was embezzled or fraudulently misapplied by a public officer, or by an attorney, solicitor or counsellor, or by an officer or agent of a cor-

poration or banking association, in the course of his employment, or by a factor, agent, broker, or other person in a fiduciary capacity. Also in an action wherein the judgment demanded requires the performance of an act, the neglect or refusal to perform which would be punishable by the court as a contempt, where the defendant is not a resident of the State, or being a resident, is about to depart therefrom, by reason of which non-residence or departure there is danger that a judgment or an order requiring the performance of the act will be rendered ineffectual. In the last mentioned case the order of arrest must be made by the court in its discretion, in all other cases the order must be obtained from a judge of the court in which the action is brought, or from any county judge. A woman cannot be arrested, except in a case where the order can be granted only by the court, or where it appears that the action is to recover damages for a willful injury to person, character, or property. A lunatic, idiot, or infant under the age of fourteen years, if arrested, may be discharged from arrest, as a privileged person, in the discretion of the court. A person prosecuted in a representative capacity, as heir, executor, administrator, legatee, devisee, next of kin, assignee, or trustee, cannot be arrested, except for his personal act. Arrest limited to six months after judgment.

Assignments.—Preferences are allowed. The assignment must be acknowledged, and recorded in the office of the Clerk of the County where the debtor resides. If real estate is conveyed in the City of New York it must also be filed in the Register's office.

The assignee must file a written assent to take the trust, duly acknowledged. A sworn inventory, containing the name of the debtor, the names and residences of the assignee and creditors, the nature and amount of the debts owing to them, and of the property assigned, must be filed by the debtor in the County Court, (or, in New York City, the Court of Common Pleas) within 20 days from the date of the assignment. If the debtor fails to do this, the assignee has ten days further in which to file an inventory.

Within 30 days after the filing of the assignment, the assignee must publish a notice in the newspapers, once a week for six weeks, for creditors to present their claims within 30 days of the last publication; a copy must be

mailed to each creditor. If any creditor does not present his claim, duly sworn to, within that time, he loses his right to a share in the assets.

The assignee must file his bond in an amount designated by the judge, within 30 days after the filing of the assignment and in the office of the County Clerk. The assignee has no power to sell before giving this bond, but he may take possession. He has one year in which to account. The judge may allow the assignee to compromise claims. The assignee is entitled to five per cent. on the sum which has come into his hands, as commissions.

Limited partnerships are not allowed to give preferences in case of assignment, nor moneyed corporations.

There is also an Insolvent Law by which debtors can be discharged on obtaining the consent of two-thirds of his creditors in amount in value. They must sign the petition.

Chattel Mortgages.—Must be filed in Town Clerk's office, except when the office of the County Clerk is situated in the town or city. The mortgage is then filed in that office. In New York City, the office of the Register is the proper place. Must be renewed every year by filing a copy with a statement of the amount due. No seal necessary. Mortgagor who sells or secretes the mortgaged property is liable to imprisonment in county jail for one year, or to a fine of three times the value of the property so disposed of, or both.

Descent and Distribution of Property.—Real estate descends: first, to children, and their descendants; if none, then to father; if no father, to mother; if no mother, to collateral relatives.

Personal property goes: one-third to the widow, and the residue to the children or their issue; if no children, one-half to widow, and the other half to next of kin; if there is no descendant, parent, brother, sister, nephew, or niece, the widow takes the whole estate; if there is no widow and no children, the estate goes to next of kin. The husband takes the same interest in his wife's property as she in his. The widow is entitled to dower, and the husband to curtesy.

Divorce.—Causes for annulling marriage: (1) Where female was under fourteen and married without the consent of parents; (2) former husband or wife living; (3)

idiocy or insanity; (4) force, fraud or duress in obtaining marriage; (5) physical incapacity.

Cause for absolute divorce: Adultery only. The plaintiff may re-marry but not the defendant.

Causes for limited divorce or separation: (1) Cruel and inhuman treatment; (2) abandonment; (3) neglect to support; (4) conduct rendering it unsafe and improper for defendant to cohabit with plaintiff.

Execution.—May issue at any time within five years after entry of judgment. After said five years it can only issue (1) where an execution was issued within five years after entry of judgment, and has been returned wholly or partly unsatisfied or unexecuted. (2) Where an order is made by the court granting leave to issue the execution. An execution may also issue after the expiration of one year from the death of a party against whom a final judgment for a sum of money, or directing the payment of a sum of money, is rendered, to enforce the lien of the judgment as if the judgment debtor was living; but an order therefor must be first obtained from the court from which the execution is to be issued, and also a decree from a surrogate's court of the State which has granted letters testamentary or of administration upon the estate of the deceased judgment debtor. In a certain event prescribed by section 1,380 of the Code of Civil Procedure, neither the above order nor decree can be made until three years after the granting of said letters. In that event the lien is extended for three years and six months after the letters. Executions upon the same judgment may be issued at the same time to two or more different counties.

Exemptions.—All spinning-wheels, weaving-looms, and stoves, in dwelling-house; one sewing-machine and appurtenances; family Bible, family pictures, school-books; other books not exceeding in value $50 used in the family; pew in church; ten sheep with their fleeces, yarn or cloth manufactured therefrom; one cow, two swine; necessary food for such animals; all necessary meat, fish, flour and vegetables; necessary fuel, oil, and candles for the use of the family for sixty days; wearing apparel, bed, bedsteads, and bedding; six chairs, six knives, six forks, six spoons, six plates, six teacups, six saucers; one sugar dish, one milk pot, one teapot, one crane and appendages, one pair of andirons, one coal-scuttle, one shovel, one pair of tongs,

one lamp, and one candle-stick; tools and implements of mechanics worth $25; necessary household furniture, working tools, and team, professional instruments, furniture and library worth $250; necessary food for the team for 90 days; earnings for 60 days. A woman is entitled to these exemptions in every case, even if not a householder. A lot in a burying-ground, already actually used for that purpose, and not exceeding one-quarter of an acre is exempt.

A homestead owned by a householder with a family is exempt to the value of $1,000. There must be a notice filed in the Register's or County Clerk's office.

Garnishment.—After executions returned unsatisfied, the defendant may be examined as to his property, and be required to apply any not exempt to payment of judgment, and any third party indebted to, or having property of the judgment debtor, may be examined and required to apply the same to the payment of judgment.

Interest.—Upon contracts made on and after January 1, 1880, the rate of interest will be six per cent. Whether six or seven per cent. will be legally chargeable for interest after that date on contracts made before, but maturing, with interest, after January 1, 1880, is a question about which lawyers disagree, and the courts must decide before a safe opinion can be here given.

Judgments.—Are entitled to priority according to the time of their docketing. They are liens on the real estate of the judgment debtor in the county where docketed for ten years, and are good for twenty years without further proceedings.

Limitations.—An action by the State, in respect to real property or its issues and profits, must in certain cases be brought within forty years, and in other cases within twenty years. To recover real property and its possession by a party other than the people, on a sealed instrument or judgment or decree, within twenty years; upon a contract, liability, express or implied, except a judgment or decree; upon a statutory liability, other than a penalty or forfeiture; for damages for an injury to property, or a personal injury, except as hereinafter mentioned; to establish a will; upon a judgment or decree of a court not of record, within six years. Against a sheriff, coroner, constable, or other officer, for the non-payment of money col-

lected upon execution; against a constable by omitting or doing an official act other than an escape; upon a statute for a penalty or forfeiture where the action is given to the person aggrieved, or to him and the State; against an executor, administrator or receiver, or trustee of an insolvent debtor; to recover damages for a personal injury resulting from negligence, within three years. To recover damages for libel, slander, assault, battery, or false imprisonment; upon a statute for a forfeiture or penalty to the people of the State, within two years. Against a sheriff or coroner for doing an official act except as above provided; against any officer for the escape of a prisoner, arrested or imprisoned by virtue of a civil mandate, within one year. If a person entitled to maintain an action, except for a penalty or forfeiture, or against a sheriff or officer for escape, is, at the time cause of action accrues, within twenty-one years of age, insane or imprisoned, or taken in execution for a term less than for life, the period may be extended not exceeding five years, except in case of infancy, or in any case more than one year after the disability ceases. Any new promise to take case out of the statute must be in writing, and signed by the party charged.

Married Women.—Hold their separate estate free from the control of their husbands, and not liable for the debts of husband; they may contract to same extent as if unmarried, and bind themselves and separate estate whether such contract relate to their separate business or otherwise, and in no case shall a charge upon their separate estate be necessary.

Qualifications for Voting.—Every male citizen who shall have been a citizen for ten days, residence in the State one year, in county four months, in election district, town or ward thirty days, and twenty-one years of age.

Wills.—All persons over 21 may make a will of real estate. Males over 18 and females over 16 may dispose of personal property by will. Every will must be in writing and subscribed by the testator at the end. This subscription must be made in the presence of at least two witnesses, or acknowledged by him to be his signature to each of such witnesses. He must declare that the instrument is his will in their presence, and request them to sign as witnesses. The witnesses must sign their names and resi-

dences at the end of the will in the presence of the testator. Failure to write their residences make each liable to a penalty of $50. Wills are recorded in the Surrogate's office.

SPECIAL LAWS OF NORTH CAROLINA.

Arrest.—1st. The defendant may be arrested in an action for the recovery of damages on a cause of action not arising out of contract, when the defendant is not a resident of the State, or is about to remove therefrom, or when the action is for an injury to person or character; or for injuring; or for wrongfully taking, detaining, or converting property. 2d. In an action for a fine; or penalty; or for seduction; or for money received; or for property embezzled or fraudulently misapplied by a public officer; or by an attorney, solicitor or counsellor; or by an officer or agent of a corporation or banking association, in the course of his employment as such; or by any factor, agent, broker or other person in a fiduciary capacity; or for any misconduct or neglect in office, or in a professional employment. 3d. In an action to recover the possession of personal property unjustly detained, when the property or any part thereof has been concealed, removed or disposed of so that it cannot be found or taken by the sheriff and with the intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefit thereof. 4th. When the defendant has been guilty of a fraud in contracting the debt; or in incurring the obligation for which the action is brought; or in concealing or disposing of the property for the taking, detention or conversion of which the action is brought; or when the action is brought to recover damages for fraud and deceit. 5th. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. But no woman shall be arrested in any action except for a willful injury to person, character or property; and no person shall be arrested on Sunday. The order of arrest may be obtained from the Court or Judge thereof, having jurisdiction, on filing affidavit showing cause of

action and a case justifying order. Plaintiff is required to give bond conditioned to pay damages defendant may sustain if unjustly arrested, etc. Defendant shall be discharged, at any time before execution, upon giving bail.

Assignments.—Preferences are allowed. Under the Insolvent Laws a debtor may present a petition to the Superior Court, stating the usual facts. The petition should be accompanied by a schedule of the creditors and the debts, and a sworn inventory of the property. The creditors have thirty days to object. If no one makes the objection, the debtor is discharged and a trustee is appointed.

The debts of the debtor are not discharged by these proceedings or by an assignment, and his after-acquired property is liable for the balance of any debts still unpaid in full.

Chattel Mortgages.—A form is prescribed by statute for chattel mortgages not exceeding three hundred dollars; the probate and registration fees are less than on ordinary chattel mortgages. All mortgages must be registered in the county where mortgagor resides. No statute requiring renewal. The following is the short form referred to:

"I, John Doe, of the County of Ashe, in the State of North Carolina, am indebted to Richard Roe, of Wayne County, in said State, in the sum of Fifty Dollars, for which he holds my note, to be due the 3d day of December, A. D., 1887, and to secure the payment of the same I do hereby convey to him these articles of personal property, to-wit: (insert description); but on this special trust that if I fail to pay said debt and interest on or before the 3d day of December, A. D., 1887, then he may sell said property or so much thereof as may be necessary, by public auction for cash, first giving twenty days' notice at three public places, and apply the proceeds of such sale to the discharge of said debt and interest on the same, and pay any surplus to me.

"Given under my hand and seal this tenth day of May, A. D., 1887. JOHN DOE." [Seal.]

Descent and Distribution of Property.—Real estate descends to children and their descendants, then to brothers and sisters or their issue; if no brother or sister,

then to father; if no father, to mother; then to next of kin. The widow is entitled to dower.

Personal property goes as follows: If there are not more than two children, one-third part to the widow; if more than two, the widow shares equally with all the children; if there is no widow, the children take it all in equal shares, the children of a deceased child taking their parent's share; if there are no children, the widow takes one-half, the other half going to next of kin, first to father; if none, to mother, brothers and sisters in equal shares.

Divorce.—Causes: (1) Adultery; (2) impotency; (3) pregnancy of wife at time of marriage without husband's agency or knowledge.

Limited divorce is granted for: (1) Abandonment; (2) cruelty; (3) such indignities to the person of the other as to render his or her condition intolerable and life burdensome; (4) habitual drunkenness.

Evidence.—Incompetency for interest and crime has been abolished.

Executions issuing from the Superior Court, bind real property of the defendant from date of docketing of the judgment, but no execution is a lien on personal property until a levy. Executions may be issued within three years from entry of judgment, or from the date of issuing last execution, but after that only on leave of Court, after notice. Lands, tenements, goods and chattels, are the subjects of levy and sale under execution.

Exemptions.—Personal property to be selected by the debtor to the amount of $500.

A homestead to the value of $1,000 is exempt.

Interest.—Legal rate of interest, six per cent. May be eight by contract. Penalty for usury, loss of interest.

Judgments liens upon all real estate of defendant at the time of docketing same, or which may be thereafter acquired, situated in any county where they are docketed, and judgments may be docketed in any county in the State. The liens last for ten years from the date of docketing the judgment in the county where obtained.

Limitations.—Actions upon contract, obligation, or liability arising out of contract, for trespass upon real property, for taking, detaining or converting, or injuring chattels against sureties of an executor, &c., or sureties upon a bond or sealed instrument against bail, or for re-

lief on ground of fraud, (including notes, bills and accounts,) must be brought within three years. On bonds or notes under seal, action is barred after ten years. In any action on a mutual open and current account, where they have been mutual demands, the cause of action accrues at the date of the latest item proved on either side. Promise, to defeat statute, must be in writing.

Married Women.—The real and personal property of any female in this State, acquired before marriage, and all property to which she may, after marriage, become entitled, shall be the sole and separate property of such female, and shall not be liable for any debts, obligations or engagements of her husband, and may be devised and bequeathed, and, with the written assent of her husband, conveyed by her as if she were unmarried. No woman, during coverture, unless a free trader, shall be capable of making any contract to affect her estate, real or personal, without the written assent of her husband, except for necessaries. Her execution of notes, &c., as surety for her husband, not legally binding upon her.

Qualifications for Voting.—Every male person born or naturalized in the United States, residence in State twelve months, in county ninety days, and twenty-one years of age.

Wills.—A will entirely in the handwriting of the testator does not require witnesses. All other wills must have two subscribing witnesses. Nuncupative wills cannot dispose of more than $200, unless made by the testator in his last sickness in his home, or on a journey. There must be two witnesses who must have been requested to bear witness. Such a will must be put in writing within ten days, or it cannot be proved after six months. Wills are recorded in the Probate Court.

SPECIAL LAWS OF OHIO.

Arrest.—A defendant in a civil action can be arrested upon affidavit that such defendant has, with intent to defraud creditors, removed or begun to remove his property

out of the jurisdiction of the court, or begun to convert his property into money, or has assigned, removed or disposed of his property, or begun so to do, or fraudulently concealed property or rights in action, or fraudulently contracted the debt.

Assignments.—Preferences are not allowed. The assignee must, within ten days after the delivery of the assignment to him, appear before the Probate Judge of the county where the debtor resides, and file the assignment, or a copy, in the Probate Court. He must execute a bond to the State of Ohio. Fifty per cent, of the creditors in value may elect a trustee in place of the assignee. Within thirty days after giving the bond the assignee must publish a notice of his appointment in a newspaper, and must file an inventory of the property, which must be sworn to, and an appraisement made by three appraisers appointed by the court, also under oath. There must also be filed a schedule of all the debts of the debtor and a list of the creditors.

Claims of creditors must be presented within six months after the publication of the notice. Wages up to $100 in amount in each case due and earned within six months prior to the assignment are preferred to all other debts. Dividends are payable eight months after the appointment of the assignee. Notice of payment is given by publication. The assignment and acceptance of dividends by creditors does not discharge the debtor from liability for the balance of the debt remaining unpaid.

Chattel Mortgages.—The chattel mortgage, or a true copy, should be deposited with the Clerk of the township; before such filing the mortgagee must make and sign his affidavit on the mortgage as to the amount of his claim and that it is just and unpaid. Mortgages must be renewed at the expiration of each year by filing a copy, together with a sworn statement of the mortgagee as to the amount unpaid.

Mortgage of stock-in-trade, with power to sell for mortgagor's own benefit, void as to creditors acquiring liens, but power to sell and pay proceeds over to mortgagee is good.

Descent and Distribution of Property.—Real estate descends: to children or their descendants; if none, then to husband and wife for his or her life; if none, then to

brothers and sisters of the blood of the ancestor from whom the estate came; if none, then to the ancestor; if dead, then to children of the ancestor; if none, then to husband or wife of such ancestor, if a parent of decedent for life, then to rest in the brothers and sisters of such ancestors; if none, then to the brothers and sisters of the half blood of the decedent; if none, to next of kin. If the estate was acquired by purchase and not by inheritance, it goes, first to the children; if none, to husband or wife; if none, then to brothers and sisters of the whole blood; if none, then to brothers and sisters of the half blood; if none of these, then to father; if none, to mother; if none, then to next of kin.

Personal property goes the same way as real estate by purchase, except that when the intestate leaves no child, the widow is entitled to all the personal estate; if there be a child or children, she takes one-half of any sum of $400 or less, and one-third of the residue. The widow is entitled to dower in the real estate.

Divorce.—Causes: (1) Former husband or wife living; (2) willful absence for three years; (3) adultery; (4) impotence; (5) extreme cruelty; (6) fraud in obtaining the marriage; (7) any gross neglect of duty; (8) habitual drunkenness for three years; (9) imprisonment in the penitentiary under sentence; (10) the procurement of a divorce without the State by the other party.

Executions issue against person or property, or for delivery of possession of real property. Executions issue from the court of common pleas to any county in the State. Execution against a person issues upon allowance by the court of one or more of the charges enumerated under arrest. Unless execution issues within each five years the judgment becomes dormant. Upon return by the sheriff of an execution unsatisfied in whole or in part, or while the execution is out, upon affidavit that the debtor has property which he refuses to apply to the satisfaction of the judgment, an order may be obtained from the probate or common pleas court compelling the debtor to appear and disclose his assets. All orders made are enforced by process of contempt. No stay of execution is allowed except on judgments rendered by a justice of the peace.

Exemptions.—The following personal property of a person with a family is exempt: Wearing apparel, neces-

sary beds, etc.; two stoves and fuel for sixty days; certain domestic animals and their food for sixty days; or, household furniture of equal value to the amount of $65; family books and pictures; provisions to the amount of $50, and other necessary household furniture to same amount; one sewing-machine, one knitting-machine; tools and implements of trade to the value of $100; personal earnings of debtor and his minor child for three months. A drayman can keep one horse, harness and dray. A farmer, one horse, or one yoke of cattle, with necessary gearing, and one wagon. A physician, one horse, one saddle and bridle, and professional books, medicines and implements worth $100. An unmarried woman can hold exempt; wearing apparel worth $100; one sewing-machine; Bible, etc., and other books worth $25.

A homestead owned by the head of a family to the value of $1,000.

Any resident with a family may, if he owns no homestead, hold other personal property beside that expressly exempt, to the amount of $500.

Garnishment.—Any liquidated rights in action may be garnisheed, save those arising on negotiable instruments not yet due.

Interest.—Six per cent. is the rate of interest, unless otherwise agreed. By contract eight may be taken. If more is promised, the obligation bears only six per cent., and any excess paid may be set off against the amount remaining due, or recovered back by action.

Judgments.—Of courts of common pleas are liens on all lands in the county standing in the name of the judgment debtor. A transcript of a judgment of a justice, or mayor of a city or village, may be filed with the clerk of the common pleas court, and becomes a lien on such lands.

Limitations.—Action against executor on bond, save in special cases, must be brought in four years. For recovery of real estate, twenty-one years; forcible entry and detainer or detainer only of real estate, two years; on specialty, written agreement, contract or promise, fifteen years; contract not in writing express or implied, liability created by statute, other than forfeiture or penalty, six years; trespass on real estate, taking, detaining or injury of personal property, replevin, injury to the rights of plaintiff not aris-

ing on contract, and not hereinafter enumerated, and relief on ground of fraud, four years; the cause of action for wrongful taking of personal property, or on ground of fraud, does not accrue until discovery; for relief not hereinbefore specified, ten years. If the person entitled to bring suit be within the age of twenty-one, a married woman, insane or imprisoned, they have, after disability removed, in the first class of real actions, ten years; in actions not in the first two classes of real actions, the times hereinbefore specified. If at, or after the time that the right of action accrues, defendant be out of the State, absconded or concealed, the statute does not run while he is thus out of State, absconded, or concealed. In cases founded on contract, payment thereon, or written acknowledgment thereof, or written or signed promise to pay, take out of statute and give again the time hereinbefore indicated.

Married Women.—The real and personal estate, and the rents and income thereof, of a married woman, are not subject to her husband's control, or liable for his debts. The wife cannot deed, mortgage, or incumber her real estate, unless her husband joins; but may lease for a term not exceeding three years. The extent of legal liability of a married woman is uncertain, but generally speaking, she is liable at law, whenever a court of equity would charge her separate estate. A married woman may become surety for her husband on promissory notes, and is not permitted to deny that she intended thereby to charge her separate estate for the payment of the note.

Qualifications for Voting.—Every male citizen of the United States, residence in the State one year, in county and district such time as may be provided by law, and twenty-one years of age.

Wills.—Any person of 21 may make a will. The will must be signed at the end by the testator, or by some other person in his presence, by his direction. This must be done in the presence of two witnesses or acknowledged to them. The witnesses must attest and subscribe the will in the presence of the testator. Any bequests to charitable or religious bodies are void as against children, unless the will was executed at least one year prior to the decease of the testator.

SPECIAL LAWS OF OREGON.

Arrest.—May be arrested when not resident of State; also on an action for a fine or penalty, in an action to recover personal property unjustly detained, and in cases of fraud in incurring the debt, and for concealing or disposing of property to defraud creditors.

Assignments.—Are void unless made for the benefit of all the creditors. It must be acknowledged and recorded in the county where the debtor lives. An inventory, under oath, of his property, his creditors, and the debts owing to them must be annexed to the assignment by the debtor. The assignee must also file an inventory, under oath, of all the property which has come into his possession, and its value. Notice must be given to the creditors. Claims must be presented by the creditors within three months after the notice, or they lose their right to share in the assets: The debtor is not discharged from liability for the payment of the balance of the debts remaining unpaid.

Chattel Mortgage.—A copy must be filed with County Clerk. Good as against creditors, etc., for one year only. May be renewed before the expiration of the year by filing an affidavit showing the amount still due the mortgagee. If the mortgage is for less than $500, the property may be sold by the Sheriff or any Constable, upon the written request of the mortgagee.

Descent and Distribution of Property.—Real property descends: first, to the children in equal shares, children of deceased child taking parent's shares; if no lineal descendants, then to wife; if no wife, to father; if none of these, then in equal shares to brothers and sisters the issue of deceased brother or sister, and mother in equal shares; if none of these are living except the mother, she takes all to exclusion of issue of brothers and sisters; if none of these, then to next of kin. Widow has dower.

Personal property goes all to husband, if any; if intestate leaves a wife, she takes all the personal property, unless there are children; in this case, she takes one-half, and the child or children the other half.

Divorce.—The plaintiff must have resided in the State for one year. Causes: (1) Impotency; (2) adultery; (3) conviction of felony; (4) habitual gross drunkenness of two years; (5) willful desertion for three years; (6) cruel and inhuman treatment; (7) personal indignities rendering life burdensome.

Evidence.—Parties to a suit and in interest, competent witnesses.

Executions.—May issue at any time within five years after entry of judgment, and afterwards by leave of court.

Exemptions.—Books, pictures and musical instruments to value of $75; necessary wearing apparel to value of $100, and if debtor has family, to value of $50 for each member of the family; tools, implements, apparatus, teams, vehicle, harness, library necessary for trade or profession, to value of $400; food for team for sixty days. Beside this, a householder may hold exempt: ten sheep and one year's fleece, two cows and five swine; household goods, furniture and utensils to value of $300; food for such animals for three months, provisions for family use for six months; pew in church; all property of the State, county, city, town, etc.

Garnishment.—Debts owing defendant may be garnisheed.

Interest.—Legal rate is eight per cent., but parties may agree to pay ten per cent. per annum; above this it would be illegal, and if taken, is deemed usurious, and makes a forfeiture of both principal and interest.

Judgment—Is a lien on real estate from the time it is docketed, and lien expires if ten years elapse without execution having been issued.

Limitations.—Action on judgment must be commenced within ten years from time it was recorded in any State or territory of the U. S. Same applies in case of instruments under seal; six years on contract or liability.

Married Women.—Separate property of married women not liable for any debts of husband.

Qualifications for Voting.—Every male citizen of the U. S., such as have declared intention one year previous to election, residence in State six months, and 21 years of age.

Wills.—Persons over 21 may dispose of real estate by will; persons over 18, of personal property. The will must

be signed by the testator, or by some person in his presence, by his direction. There must be two witnesses, who must subscribe the will in the presence of the testator.

SPECIAL LAWS OF PENNSYLVANIA.

Arrest.—Imprisonment for debt abolished except in proceedings as for contempt, to enforce certain civil remedies; actions for fines or penalties; or on promise of marriage; or for moneys collected by any public officer; or for misconduct or neglect in office, or in any professional employment. An attorney-at-law refusing to pay over money collected for a client is within the exception, and an agent collecting money and refusing to pay it over, may be prosecuted criminally.

Obtaining goods upon false pretences is a criminal offence.

After suit brought, a warrant of arrest may issue when the plaintiff's affidavit sets forth: that the party is about to remove any of his property out of the jurisdiction of the court in which suit is brought, with intent to defraud his creditors; or that he has property which he fraudulently conceals; or that he has rights in action, or some interest in any public or corporate stock, money, or evidence of debt, which he unjustly refuses to apply to any such judgment or judgments which shall have been rendered against him belonging to the complainant; or that he has assigned, removed or disposed of, or is about to dispose of any of his property with the intent to defraud his creditors; or that he has fraudulently contracted the debt, or incurred the obligation respecting which suit is brought; but defendant will be discharged upon taking the benefit of the insolvent laws.

Assignments.—Preferences are not allowed. Stipulations for a release in the assignment are void. The assignment must be acknowledged, and recorded in the office of the Recorder of Deeds in the county where the debtor resides, within thirty days after its execution. The assignee has thirty days in which to file an inventory in the

Court of Common Pleas, with an affidavit that it is full and complete. He must give a bond with two sureties in double the appraised value of the property. His account must be filed within one year. The wages of minors, merchanics and laborers, up to $200 in each case, are paid in full before other debts. Fraudulent assignments are punished by fine and imprisonment.

Chattel Mortgages.—Are not valid unless the property is delivered to the mortgagee, except in cases of leasehold interests of collieries, mining lands, manufactories, or other premises with the buildings, fixtures, and machinery thereon. And these mortgages will not have priority of payment over the landlord's rent.

Descent and Distribution of Property.—Real estate descends as follows: The widow takes one-third for life; if no children, she takes one-half for life; if there are no known heirs, she takes it all absolutely. The husband takes his deceased wife's land for his life. Subject to this, the real estate goes to the children and issue of deceased children in equal shares; if none, to father and mother jointly, and to the survivor for life; if both are dead, then to brothers and sisters, and children and grandchildren of a deceased brother or sister in equal shares; if there are none of these last, the estate rests absolutely in father and mother, or the survivor of them; after these, to next of kin.

Personal property goes: one-third to the widow; if no children, one-half. The surviving husband takes an equal share with children; if no children, he takes all. The children takes equal shares. Subject to these rules, the personal estate goes to the father and mother equally or the survivor of them; if no children, husband, father or mother, then to brothers and sisters.

Divorce.—The plaintiff must have resided in the State one year. Causes: (1) Incapacity of procreation; (2) former marriage with husband or wife still alive; (3) adultery; (4) willful desertion for two years; (5) cruel treatment of wife by husband, or such personal indignities as to render her condition intolerable, and which have forced her to withdraw from his house; (6) incestuous marriage is void; (7) fraud, force and coercion in contracting the marriage; (8) conviction for felony and sentence for two

years; (9) cruel treatment of husband by wife, such as to render his condition intolerable.

Evidence.—Under act of March 27, 1865, any party in any civil action or proceeding, whether at law or in equity, may compel an adverse party (not the wife of the opponent) or person for whose immediate and adverse benefit such action or proceeding is instituted, prosecuted, or defended, to testify as a witness in his behalf, in the same manner and subject to the same rules as other witnesses. Provided, however, that no party shall be allowed to compel an answer to a bill of discovery from an adverse party, and also compel him to testify. Under Act of April 16, 1869, no interest or policy of law shall exclude a party or persons from being a witness in any civil proceedings, except husband and wife against each other, or counsel as to confidential communication of his client, or actions by or against executors, administrators, or guardians, or when the assignor of the thing or contract is dead.

Depositions of witnesses in other States may be taken upon special commission. Instructions accompany the commission. Depositions of witnesses within the State, are taken upon rule of court.

Execution may issue at any time within five years of rendition of judgment, if stay of execution is not taken. Stay of execution may be taken by any one claiming freehold; that is, any one whose real estate is unencumbered; if encumbered, bail must be entered. Before justices of the peace stay is allowed in sums not less than $5.33 nor more than $20, for three months; not less than $20 nor more than $60, for six months; not less than $60 nor more than $100, for nine months.

On judgments obtained in courts of record, stay of execution is allowed, when the amount does not exceed $200, six months; if not less than $200, and not more than $500, nine months; over $500, for twelve months.

Exemptions.—Wearing apparel, Bibles, and school-books and other property, to the amount of $300. The privilege may be waived. All sewing-machines belonging to seamstresses. There is no homestead exemption.

Garnishment.—After judgment against a debtor, an attachment in the nature of execution may issue thereon, and all moneys owing to him by third parties, or property in their hands belonging to him, may be attached in satis-

faction of the judgment. So may any stock in a corporation or chose in action owned by him.

Interest.—The rate is six per cent. when a less rate is not agreed upon. When a greater rate is contracted for, the excess only is uncollectible, and if paid, it may be recovered back if suit be brought for it within six months. But when negotiable paper is purchased *bona fide* at a greater discount than six per cent. of one who does not pledge his credit to the purchaser (by indorsement or the like), or where the seller is unknown to the purchaser (as in the usual case of sale through a broker), the transaction is not affected by the rate of discount. Most of the savings and other State banks are authorized to loan at a higher rate than six per cent., and many corporations may borrow at a higher rate and be bound by their contract. Commission merchants and agents may contract with parties outside of the State for seven per cent., and a loan made in another State at a rate that is lawful there can be enforced here according to the terms of the agreement. It is not usurious for a borrower to agree to pay the taxes on a loan, or a reasonable sum as an attorney fee for collecting it, in case suit be necessary to its collection.

Judgment of a court of record (and a verdict for a specific sum if not afterward set aside) is a lien upon all real estate of the defendant in the county where the judgment is entered from the day of its entry. All judgments entered on the same day are equal in right, regardless of the hour of entry. The lien of a judgment upon real estate continues for five years, and it can be extended for another like period by "revival," and so on, indefinitely. The judgment continues in life for twenty years without revival. A judgment is not a lien upon real estate acquired after its recovery, until the judgment is revived. A judgment of a magistrate or justice is not a lien upon real estate unless a transcript be filed in the court of common pleas of the proper county. Judgment in uncontested cases may generally be recovered in a court of record in the most populous counties on a book account, bond, note and like instruments for the payment of money, in nineteen days after the first Monday of a given month, prior to which Monday the suit is brought; and, before justices and magistrates, in five days after suit is brought. A sale of real estate of a husband on legal process discharges the wife's dower,

but an assignment in bankruptcy or under the insolvent laws does not. Execution may be issued immediately upon entry of the judgment, subject to the right of the defendant to a stay upon his making it appear that he is the owner of unencumbered real estate of sufficient value to secure the judgment, or by giving real or personal security to be approved by the court. A judgment of a court of record, not exceeding $200, may be staid six months from the time to which suit is brought; one over $200 and not exceeding $500, nine months; and one exceeding $500, one year. Execution on a judgment of a magistrate or justice, not exceeding $20, may be staid three months; over $20 and not exceeding $60, six months; exceeding $60, nine months. When goods are taken in execution on leased premises, the landlord is entitled to be first paid one year's rent out of the proceeds, if so much be due on the day of the levy. The costs in this State are small, and a fee of $3 only is allowed the attorney of the successful party as taxed costs. Attorneys' commissions may, however, be stipulated for in the contract between the parties, and assessed in the judgment.

Limitations.—Actions on contracts, book accounts, notes and other instruments, not under seal, must be commenced six years from the time the right of action accrued. Actions for trespass to the person, within two years, and actions for slander and libel within one year. A debt barred by the statute, however, may be revived by a promise of the debtor to pay it; and this promise may be implied if the acknowledgment of the debt be plain, express and unambiguous.

Married Women.—All property of wife, except earnings, acquired before or after marriage, held and enjoyed as her separate estate; but may be charged for necessaries contracted by her for herself and family. As a general rule, a married woman cannot make a valid contract, except for necessaries, sell or convey her real estate without her husband joining in the deed. She may make a will subject to her husband's right as tenant by the curtesy, and may transfer railroad stock, State or Philadelphia city loans, and loans or stock of any corporation created under the laws of Pennsylvania. She may also keep a bank account and draw money on her own check without consent of her husband, but her earnings belong to her hus-

band, unless secured to her own use by order of the court of common pleas. Widow takes as dower one-third of the income of all lands owned by her husband during marriage and one-third of personal property absolutely, and may take statutory dower in contravention of any will left by her husband. Wife need not join in mortgage of husband's lands, as dower is barred by sheriff's sale of his lands for his debt.

Qualifications for Voting.—Every male citizen of the U. S. for one month, residence in the State one year, district two months, twenty-one years of age, and who shall have paid within two years a State or county tax assessed two months, and paid one month before election.

Wills.—Any person over 21 may make a will. They must be in writing and signed by the testator at the end, or by some person in his presence, by his direction. There must be two witnesses who need not subscribe the will, though it is desirable they should. Married women must acknowledge their wills before the witnesses; the husband cannot be a witness to his wife's will. A bequest to charity to be valid, must be made by a will executed at least one month before the death of the testator. Nuncupative wills may be made by marines and soldiers in actual service, or by persons in their last sickness in their own home, or when taken sick while traveling.

SPECIAL LAWS OF RHODE ISLAND.

Arrest.—"No female shall be arrested on original writ in any action founded on contract," but may be on affidavit of fraud.

Arrest for debt or matter of contract simply, is abolished.

Writs of arrest shall issue from any common law court, whenever the plaintiff, his agent or attorney, shall make affidavit thereon, that the plaintiff has a just claim within the jurisdiction of said court; *and also, either* that the defendant or some one of the defendants is about to leave the State, without leaving therein real or personal

estate whereon an execution that may be obtained in said action can be served; *or* that the defendant or some one of the defendants has committed fraud in contracting the debt on which the action is founded, or in the concealment of his property, or in the disposition of the same.

Assignments.—Preferences are not allowed, except for wages of labor performed within six months, and not exceeding $100 to any one person.

If a debtor makes an assignment giving other preferences, three or more creditors, holding at least one-third in value of the debts, may petition the Supreme Court, stating the facts. The court will appoint a receiver, and direct an equal distribution among all the creditors who come in and prove their claims.

The debtor is not discharged unless the creditors voluntarily agree to it.

Chattel Mortgages.—Must be recorded in the office of the Town Clerk. May be foreclosed by sale within sixty days after mortgage becomes due.

Descent and Distribution of Property.—Real estate descends in following order: 1st, to children or their descendants; 2d, to father; 3d, to mother, brothers and sisters, and their descendants; 4th, to grandfather, one-half to paternal and other half to maternal kindred; 5th, to grandmother, uncles and aunts, or their descendants; 6th, to great-grandfathers; 7th, to great-grandmothers and brothers and sisters of grandfathers and grandmothers, and their descendants. The wife has dower and the husband curtesy.

Personal estate goes one-half to widow if there are no children; one-third to widow when there are children; the remainder the same way as real estate.

Divorce is granted for the following causes: (1) Conviction of murder or arson; (2) absence for many years without knowledge; (3) impotency; (4) adultery; (5) extreme cruelty; willful desertion for five years; (6) continued drunkenness; (7) neglect of husband to provide necessaries; (8) other gross misbehavior, and wickedness repugnant to and in violation of the marriage covenant.

Exemptions.—The necessary wearing apparel of a debtor and his family; necessary working tools not exceeding $200 in value; household furniture and family stores worth $300; Bible, school and other books in use in

the family; one cow, one and a half tons of hay; one hog, one pig, and the pork of same, of a housekeeper; arms, etc., of militiaman; pew in church; a burial-lot; mariner's wages until after voyage; ten dollars due as wages of labor.

Garnishment.—Personal property of debtor, unless secured by bill of exchange or negotiable promissory note, in the hands of any person, partnership or corporation resident in the State, is subject to garnishment, unless it be exempt by law.

Interest.—Six per cent., unless a different rate is expressly stipulated.

Judgments.—Executions may be issued five days after the rising of the term of court wherein final judgment has been rendered, or sooner if ordered by the court. Unless levy is made on execution, constitute no lien.

Limitations.—Six years on book accounts, next after cause of action accrues. Debt on bonds, judgments, covenants, within twenty years.

Married Women.—Property of married woman secured to her separate use, is not liable for her husband's debts; she may sell her separate goods and chattels, except furniture, plate and jewelry, and any contract made in regard thereto renders her separate property liable. She is not authorized to carry on business as a trader unless her husband be insane.

Qualifications for Voting.—Every male citizen of the U. S., residence in State one year, in district six months, twenty-one years of age, and who, in his own right, is possessed of real estate of the clear value of $134, or which shall rent for $7 a year clear; also, every male native citizen, two years resident in the State, six months in district or town, twenty-one years of age, who has paid taxes within a year amounting to $1, or has been enrolled and done military service one year, or paid taxes within one year of $1.

Wills.—Any person over 21 may make a will of real estate, and any person over 18 of personal property. Wills must be in writing, signed by the testator, or by some person in his presence, by his direction. They must be attested and subscribed by two or more witnesses, in the presence of the testator. Wills are recorded in the Town Clerk's office.

SPECIAL LAWS OF SOUTH CAROLINA.

Arrest.—May be made: 1st, in action for the recovery of damages on a cause of action not arising out of contract, where the defendant is not a resident of the State, or is about to remove therefrom; or where the action is for an injury to person or character, or for injuring or wrongfully taking, detaining, or converting property. 2d. In an action for a fine or penalty, or on a promise to marry, or for money received, or for money embezzled or fraudulently misapplied by a public officer, or by an attorney, solicitor, or counsellor, or by an officer or agent of a corporation or banking association in the course of his employment as such, or by any factor, agent, broker, or other person in a fiduciary capacity, or for any misconduct or neglect in office, or in a professional employment. 3d. In an action to recover possession of personal property, unjustly detained, where the property or any part thereof, has been concealed, removed, or disposed of so that it cannot be found or taken, or with the intent to deprive the plaintiff of the benefit thereof. 4th. Where the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought; or in concealing and disposing of the property for the taking, detention, or conversion of which the action is brought; or when the action is brought to recover damages for fraud or deceit. 5th. Where the defendant has removed or disposed of his property, or is about to do so, with the intent to defraud his creditors. But no female shall be arrested in any action except for a willful injury to person, character, or property. An order for the arrest of the defendant must be obtained from the court in which the action is brought, or from a judge thereof.

Assignments.—If a debtor assign all his property and reserves nothing for himself, he can prefer such creditors as he pleases. The assignees must call the creditors together within ten days after the assignment, and they may then name an agent or agents, equal in number to the assignees, to act with them.

If no agent is appointed the assignee or assignees can act alone. He or they must report to the creditors every three months. The assignee's commissions are five per cent. for receiving and two and one-half per cent. for paying out money.

Under the Insolvent Law a debtor may obtain a discharge from his debts by petitioning the Court of Common Pleas. There must be a sworn schedule accompanying the petition. The creditors have thirty days in which to object to the discharge. If they accept the dividends the debtor is discharged from the entire debt.

Chattel Mortgages.—Must be recorded within forty days after execution. Mortgages of stock of goods with power to sell given to mortgagor, and to replace them by new purchases, are valid.

Descent and Distribution of Property.—Entire estate, real and personal, as follows: If there is a widow and a child or children, one-third to the wife in fee, remainder to children equally. By taking this share, the widow waives her dower. If there is a widow and no child, she takes one-half in fee, the residue going to the father (or the mother), and the brothers and sisters equally. If no brothers or sisters, the father (or the mother if father is dead) takes the residue; if no parent, or brothers and sisters of the whole blood are living, widow takes one-half, and the other half goes to the brothers and sisters of the half blood; if there are none of these relatives, the widow takes two-thirds, and the residue goes to next of kin; if no next of kin, the husband or wife surviving takes the whole. If there is no widow the property goes according to rules above stated.

Executions.—May issue within three years from date of entry of judgment. When levied on personal property they constitute a lien for four months, and are renewable with like effect. They have active energy for five years from date of lodgment, and may be renewed of course at any time before the expiration of their active energy, and after the expiration of their active energy they may be renewed on summons to show cause.

Exemptions.—Personal property of the head of a family as follows: household furniture; beds and bedding; family library; arms, carts, wagons, farming implements,

tools, neat cattle, work animals, swine, goats and sheep, not to exceed in value $500.

The family homestead is exempt to the value of $1,000.

Garnishment.—By attachment proceedings under the Code the sheriff may be required to collect, receive, and take into his possession all debts, credits, and effects of the debtor, prosecute all suits necessary to collect such debts, and hold the proceeds to answer any judgment that may be obtained by plaintiff.

Interest.—Legal rate, seven per cent. Usury law provides that no greater rate of interest than seven per cent. per annum shall be charged, except when agreed in writing, when ten per cent. can be charged. If a greater rate is charged, no person or corporation shall recover any portion of the interest so unlawfully charged; and in legal actions only the principal sum, without any interest, may be recovered without costs. Judgments carry seven per cent. interest. No interest on open accounts.

Judgment.—Final judgments entered in any court of record constitute a lien upon the real estate of the judgment debtor in the county where the same are entered for a period of ten years from the date of entry of such judgments. A transcript of judgment lodged in another county constitutes a like lien on real estate within the county ten years from date of filing such transcript. Within three years after the expiration of their active energy judgments may be revived, with like liens as the originals, for a like period, by service of summons to show cause.

Limitations.—All real actions, within ten years, except when by the State, or persons claiming under the State, then within twenty years. On foreign judgment, or upon sealed instrument, other than sealed notes or personal bonds for the payment of money only, twenty years. The following within six years: (1) On contract, express or implied, and upon sealed notes and personal bonds for the payment of money only; (2) on statutory liability other than penalty or forfeiture; (3) on trespass upon real property; (4) for conversion, damage or recovery of personal property; (5) for criminal conversion and personal tort, not arising on contract; (6) for relief on ground of fraud (the time of the discovery of fraud deemed the time of accrual of the action). The following actions within three

years: (1) An action against sheriff upon liability in his official capacity; (2) on statutory liability, when action is given to aggrieved party. The following within two years: For libel, slander, assault, battery, or false imprisonment, and upon statutory forfeiture or penalty. All actions for other relief within ten years. Action on an open account accrues from date of last item on either side. If the party entitled to bring action on to defend in action for real property is an infant or insane, or imprisoned, then action may be brought or defended after ten years, and within five years after the disability shall cease. In all other actions the time of such disability is not counted, except that the time cannot be extended more than five years by reason of such disability, except infancy, nor in any case beyond one year after the disability shall cease. If defendant is absent from the State the period of absence is not counted.

Married Women.—The real and personal property of a woman, held at the time of her marriage, or that which she may thereafter acquire, either by gift, grant, inheritance, devise, or otherwise, shall not be subject to levy and sale for her husband's debts, but shall be held as her separate property, and may be bequeathed, devised or alienated by her the same as if she were unmarried. Provided, That no gift or grant from the husband to the wife shall be detrimental to the just claims of his creditors.

Qualifications for Voting.—Every male citizen of the U. S., residence in the State one year, in the county sixty days, and twenty-one years of age.

Wills.—Must be in writing and signed by the testator, in the presence of three or more subscribing witnesses. They are records in the office of the Probate Court.

SPECIAL LAWS OF TENNESSEE.

Arrest.—None for debt.

Assignments.—Preferences are allowed. The assignment must be acknowledged and registered. It must contain a schedule of the debts and assets. The assignee

must give a bond in the value of the property, if the value exceeds $500, and must make a perfect schedule of the assets assigned. His commissions cannot exceed five per cent.

Chattel Mortgages.—Usual provisions as to registration. Mortgage of stock-in-trade, with power of sale, is fraudulent and void.

Descent and Distribution of Property.—Land as follows: To the children equally; if none, to brothers and sisters of the whole and half blood equally; if none, then to father and mother jointly; if both are dead, one-half to the heirs of the father, and other half to the heirs of the mother; if there are no heirs-at-law, the surviving husband or wife takes it in fee. The wife has dower.

Personal property goes to the widow and children in equal shares, the issue of a deceased child taking parent's share; if no children or issue of children, widow takes it all; if no widow, it goes to the children and issue, etc., in equal shares; if no children or widow, to the father; if no father, to the mother, brothers and sisters, in equal shares; if no brothers or sisters, then to mother; if none of these to next of kin.

Divorce.—The applicant must have resided in the State two years, causes: (1) Impotency; (2) bigamy; (3) adultery: (4) willful desertion or absence for two years (5) conviction of crime and sentence; (6) attempt by one party to take the life of the other; (7) refusal of wife to remove with her husband to this State, and willfully absenting herself from him two years; (8) pregnancy of the wife at the time of marriage by another person without husband's knowledge; (9) habitual drunkenness.

Limited divorce or absolute for (1) cruel and inhuman treatment by husband; (2) indignities to her person; (3) abandonment; (4) refusal to provide for her.

Evidence.—Parties in interest may testify, and husband and wife may testify for or against each other, except in such matters as pertain to the marital relation.

Executions.—May issue at any time within ten years; after that may be revived by *scire facias* for the next ten years. May be levied on personal or real property. The debtor has two years to redeem real estate sold under execution.

Exemptions.—To the head of a family, necessary cloth-

ing, household and kitchen furniture, one cooking stove and utensils; necessary plate; Bible, hymn-book and school-books; two cows and calves, two horses or two mules, or one horse and mule and one yoke of oxen, one ox-cart, yoke, staple, etc., one wagon not worth more than $75; one man's and one woman's saddle and bridle; large quantities of food and fuel; fifty head of sheep and their fleece; twenty-five stands of bees; farming implements; to a mechanic, one set of tools; if he is the head of a family, $200 worth of lumber or material, or products of his labor; wages of labor to amount of $30.

A homestead belonging to the head of a family to the value of $1,000.

Garnishment.—Where there is no property of debtor, execution and attachment may be levied by garnishment; $30 of laborer is exempt.

Interest.—The legal interest is six per cent. To contract for a higher rate is usury, and if expressed in the face of the contract no recovery can be had for either principal or interest. If a higher rate than six per cent. is not expressed in the instrument, then the party suing on the same, though the defendant prove the usury, can recover the principal and six per cent. interest.

Judgments.—Are no liens upon personal property; on real estate, when obtained in a magistrate court and an abstract of said judgment is filed in register's office; on real estate for one year and one day when said judgment is obtained in a court of record.

Limitations.—Six years, after right of action accrues, is the time in which to commence action on accounts and all commercial paper.

Married Women.—The interest of the husband in the real estate of his wife, acquired by her either before or after marriage, by gift, descent, or in any other mode, shall not be sold or disposed of by virtue of any judgment, decree, or execution against him. This exemption does not extend beyond the wife's life. Wife has power to convey her separate estate by deed or mortgage with husband's jointure if there is no limitations or restrictions express or implied upon the power to convey. In order to bind the wife she must not only join with her husband in the execution of the note, but must state in addition that she has a separate estate and hereby charges the same with the

payment of the note. The mere execution of a promissory note by a married woman will not charge her separate estate or bind her. All personal property belonging to any married woman, whether acquired before or after marriage, shall be exempt from the debts, contracts and other liabilities of her husband made or incurred by him before or after marriage. Personal property of wife reduced to possession becomes the property of husband, and becomes subject to his debts. No husband shall be liable for the debts, contracts or obligations of his wife incurred by her previous to marriage.

Qualifications for Voting.—Every male citizen of the U. S., residence in the State twelve months, in county six months, twenty-one years of age, and who has paid the poll taxes assessed against him for such preceding period as the Legislature may prescribe.

Wills.—Any person of full age may make a will. Wills must be signed by the testator or by some person in his presence, by his direction. If the will disposes of real estate, it must be subscribed in his presence by two or more witnesses. A will of personal property only needs no witnesses. A will entirely in the handwriting of the testator, even if it devises lands, is valid, without witnesses, provided it can be proved by three persons that the handwriting is his. Nuncupative wills of more than $250 are not good unless proved by two witnesses present at the time of the making of such will, unless they were requested by the testator to bear witness to it, and unless made in his last sickness. Such a will must be put in writing within ten days or it cannot be proved after six months.

SPECIAL LAWS OF TEXAS.

Arrest.—Imprisonment for debt is prohibited.

Assignments.—Preferences are not allowed. The property is distributed among the creditors is proportion to their claims, even if there is a direction for a preference. The assignment must be acknowledged and recorded. An

inventory of the creditors and the debts owing to them, and of the debtor's property, sworn to, should be annexed to the assignment. Within thirty days from the date of the assignment, the assignee must give public notice of the assignment by publication and by mail. Creditors have six months to present their claims. It is the duty of the assignee to put the assignment on record, and give a bond with sureties. Whenever the assignee has enough property on hand to pay a dividend of ten per cent. he must do so. The assignee is entitled to reasonable compensation, to be fixed by the Judge of the County or District Court.

Chattel Mortgages, Deeds of trust, or other instruments of writing, intended to operate as a lien upon personal property, which shall not be accompanied by an immediate delivery, and be followed by an actual and continued change of possession of the property so mortgaged, shall be absolutely void as against the creditors of the mortgagor, and as against subsequent purchasers and mortgagees in good faith, unless such instrument or a true copy thereof shall be forthwith deposited with and filed in the office of the county clerk of the county where the property is then situated, or if the mortgagor be a resident of this State, then of the county of which he shall at the time be resident. Upon receipt of such an instrument the clerk shall endorse thereon the time of receiving it, and shall file the same to be kept in his office for the inspection of all parties interested. The instrument shall not be recorded at length, but the clerk shall enter a minute of it in a book kept for the purpose, stating time of reception, names of mortgagor and mortgagee or trustee; date of the instrument, amount secured, when due, property mortgaged, etc. The person making such an instrument shall not remove the property pledged from the county, nor otherwise sell or dispose of the same, without the consent of the mortgagee; in case he violates this provision the mortgagee is entitled to the possession of the property, and to have the same then sold for the payment of his debt, whether the same has become due or not. Contracts of purchase on time notes, as is usual with pianos, sewing machines, &c., must be recorded as chattel mortgages to be good or valid against creditors, &c.

Descent and Distribution of Property.—If there is no

husband or wife surviving, first, to children and descendants; if none, then to father and mother, in equal portions; if only one of them survives, survivor takes one-half and the other half goes to brothers and sisters; but if none, the surviving parent takes whole estate; if there is no parent, to the brothers and sisters of intestate; if none of these are living, the estate is divided into halves, one-half going to paternal, and the other half to maternal kindred, as follows: to the grandfather and grandmother equally; or if only one be surviving, one-half to survivor and the other half to descendants of the one deceased; if no descendants, the whole estate goes to survivor.

Where there is a surviving husband or wife, estate goes as follows: If there be a child or children, or descendants of deceased child, the surviving husband or wife takes one-third of the personal estate, the residue going to the children in equal shares; he or she also takes one-third of the real estate for life. If there are no children, the surviving husband or wife is entitled to all the personal estate, and to one-half the lands absolutely in fee, the other half going according to above rules, except that if there be neither father, nor mother, nor brothers or sisters, or their descendants, the surviving husband or wife takes the whole estate, real and personal.

Divorce.—The applicant must be an actual inhabitant of the State and a resident of the county six months. Causes: (1) Impotency; (2) adultery; (3) abandonment for three years; (4) excess, cruel treatment or outrage, if such ill-treatment is of such a nature as to render their living together insupportable; (5) conviction for felony.

Evidence.—The rules of the common law, when not modified by statute, are in force. Being a party to the suit, or having an interest in the subject matter, does not disqualify a witness. Accounts sworn to be just and correct by the plaintiff, his agent or attorney, prove themselves unless denied under oath. All written contracts, notes, bills, etc., prove themselves unless their execution be denied by plea of *non est factum* under oath. Evidence of witnesses residing out of the county where suit is pending, or beyond the limits of the State, may be taken by deposition.

Execution.—If execution be issued within twelve months from first day upon which by law execution can

be issued, it creates a lien upon real estate. The law says the judgment lien continues in force ten years, but the Supreme Court rules that the lien continues only so long as diligence is used to enforce same.

Exemptions.—To every family: All household and kitchen furniture; lots in cemetery; all implements of husbandry; tools and apparatus of trade or profession, and all books belonging to private or public libraries; family portraits and pictures; five milch cows and calves, two yoke of work oxen; two horses and one wagon; one carriage or buggy; one gun; twenty hogs; twenty head of sheep; all provisions on hand for family; necessary bridles, harness and saddles. To every citizen not the head of a family: one horse, bridle and saddle; all wearing apparel; lot in cemetery; tools, apparatus and books of trade and profession; or private library; wages.

The homestead of a family not to exceed 200 acres. If it is in a city, town, or village, it can exceed $5,000 in value.

Garnishment.—The writ of garnishment will issue to any person supposed to be indebted to the defendant, in all cases of original attachment, upon application to the court in writing. Also in all cases after final judgment, where execution has been issued and returned *nulla bona*, upon the plaintiff, his agent or attorney, making affidavit that the defendant has no property within the knowledge of such affiant, out of which the debt can be made, and that affiant has reason to believe that another person, or persons, is or are indebted to the defendant, or have effects or credits of the defendant in his or their hands.

And also in cases where suit has been brought without attachment and before final judgment, upon the plaintiff, his agent or attorney, making affidavit that the amount claimed is just, due and unpaid, and that he does not know of property of the defendant liable to execution sufficient to satisfy the claims, and that he has reason to believe that the garnishee (naming him), is indebted to, or has property or effects of the defendant, and further, that the writ is not sued out for the purpose of injuring the garnishee. In the latter case the plaintiff must give bond in double the amount of the claim, payable to the defendant, and conditioned that the plaintiff will prosecute his suit with effect, and pay such damages as may be adjudged

against him for wrongfully suing out the writ. No judgment can be rendered against the garnishee, unless judgment has been, or shall at the same time be, rendered against the defendant.

Interest.—By contract up to and including 12 per cent., where none contracted for, the legal rate is 8 per cent. If higher rate than 12 per cent. contracted for, whole interest voidable, if specially pleaded and verified by affidavit of the party.

Judgments of the several courts of this State, operate as a lien upon real estate only when an abstract thereof is filed, recorded, and indexed, in the office of the clerk of the county court of the county wherein said real estate is situated. Such abstract shall contain: 1st. The names of the plaintiff and defendant to such judgment. 2d. The file number of the suit. 3d. The date of the judgment. 4th. The amount of the judgment, and the amount still due thereon.

When the abstract is recorded it operates as a lien, not only upon all real estate of the defendant then owned by him and situated in such county, but will also attach to all real estate afterwards acquired by him in such county. This lien will continue for ten years from date of record, provided that execution be issued within one year from the date of judgment—otherwise the lien will cease to exist at the end of one year.

Abstracts of judgments of the courts of the United States, recovered in this State, may be recorded in like manner and with like effect.

Judgments become dormant when execution is not issued within one year, but may be revived by *scire facias* at any time within ten years.

Limitation.—(1) Real action must be brought in three, five or ten years, according to possession; (2) actions of trespass to estate or person, detinue and trover, for taking away the goods and chattels of another; all actions upon open account other than mutual and current accounts as concern the trade of merchandise between merchant and merchant, their factors and agents, shall be commenced and sued within two years after cause of action arose; (3) actions for injuries done to the person of another shall be commenced and sued within one year; (4) actions of debt upon any contract in writing must be sued within four years

next after cause of action arose, and not after; also upon mutual and current accounts between merchant and merchant, their factors and agents.

Married Women.—All property, both real and personal, of the wife, owned or claimed by her before marriage, and that acquired afterward by gift, devise, or descent, is her separate property. All property, both real and personal, of the husband, owned or claimed by him before marriage, and that acquired afterward by gift, devise, or descent, is his separate property. All property acquired by either husband or wife during the marriage, except in the manner aforesaid, is deemed the common or community property of the husband and wife. The separate property of the wife may be charged with the debts contracted by her for necessaries furnished herself or children, or for expenses incurred by her for the benefit of her separate property. The separate property of the wife may be sold or incumbered with the consent of the husband. The community property, unless it be exempt from forced sale, is liable for the debts of the husband, and for the debts of the wife contracted for necessaries during the marriage. The wife has no dower under the laws of this State. Upon the death of either husband or wife, one-half of the community property goes to the survivor, and the remainder to the children of the marriage, if there be any. If the deceased leave no children, then the whole community property goes to the survivor.

Qualifications for Voting.—Every male citizen of the U. S., all who have declared their intentions, residence in State one year, in county six months, and twenty-one years of age.

Wills.—All persons 21 years of age can make a will. They must be in writing, signed by the testator, with two subscribing witnesses. Nuncupative wills cannot dispose of over $30, unless made during the last sickness of the testator, and three witnesses testify that he requested them to bear witness to his will. Such a will must be put in writing within six days, or it cannot be proved after six months.

SPECIAL LAWS OF UTAH.

Arrest.—The plaintiff may have the defendant arrested in the following cases: 1st. In an action for the recovery of money or damages on a contract, where the defendant is about to depart from the territory with intent to defraud his creditors, or when the action is for a willful injury to person, to character, or to property, knowing the property to belong to another. 2d. In an action for a fine or penalty, or for a breach of promise to marry, or for money or property embezzled, or fraudulently misapplied or converted to his own use by a public officer, or an officer of a corporation, or an attorney, factor, broker, agent or clerk, by any other person in a fiduciary capacity, or for misconduct or neglect in office, or in a professional employment, or for a willful violation of duty. 3d. In an action for the recovery of personal property unjustly detained, when the property or any part thereof has been concealed or disposed of so that it can not be found by the executive officer of the Court. 4th. Where the defendant has been guilty of a fraud in incurring the obligation for which the action is brought, or in concealing or disposing of the property for the taking, detention or conversion of which the action is brought. 5th. When defendant has removed or disposed of his property, or is about to do so, with the intent to defraud his creditors.

Assignments.—Preferences are allowed. No statutes. The common law prevails.

Chattel Mortgages of personal property must be witnessed and acknowledged as deeds. Every mortgage of personal property is void as against creditors or subsequent purchasers unless accompanied by an actual or continued change of possession to the mortgagee, or unless the mortgage provide that the property may remain in the possession of the mortgagor and be accompanied by an affidavit of the parties that it is made in good faith to secure the amount named therein, and without any design to hinder or delay the creditors of the mortgagor. The mortgage, affidavit and acknowledgment must be recorded in the

office of the Recorder of the county where the mortgagor resides, and from the time it is filed for record, it is a lien on the property mortgaged until the maturity of the entire obligation for the security of which it was given, and for a period of ninety days thereafter; provided, the entire time shall not exceed one year. Personal property exempt by law from execution cannot be mortgaged, without delivery of possession of same to mortgagee, except as security for the purchase-money thereof.

Descent and Distribution of Property.—If decedent leaves a husband or wife, and only one child or the issue of one child, the estate goes one-third to surviving husband or wife for life, with remainder and other two-thirds to child; if there are more than one child or issue, etc., one-fourth to surviving husband or wife for life, with remainder, and the other three-fourths to the children equally; if no children, the surviving husband or wife takes one-half of the estate, and the other half goes to the mother, unless the estate came from the father, when the other half goes to him; if there is no mother, it goes to the father, brothers and sisters equally. If there are no children, or husband, or wife, the whole estate goes to the mother; if there are no children, father, mother, brother or sister, the whole estate goes to the surviving husband or wife. There is no dower.

Divorce is granted for the following causes: (1) Impotence; (2) adultery; (3) willful desertion for more than a year; (4) willful neglect to provide necessaries; (5) habitual drunkenness; (6) conviction for felony; (7) extreme cruelty.

Executions.—Upon a judgment may issue at any time within five years after entry of judgment.

Exemptions.—Personal property as follows: chairs, tables, desks and books of the value of $100; household furniture, wearing apparel, one bedstead, etc., for every two persons, provisions and fuel for sixty days; farming implements, two oxen, horses or mules, and harness; cow and calf; one cart or wagon; food for animals for sixty days; seed-grain and vegetables worth $100; tools and implements of a mechanic or artisan, surgeon, physician, surveyor, and dentist, with their libraries; the law library of an attorney; the library of a minister; tent or cabin of a miner, with table, camp-stools, bed, necessary tools not exceeding $400 in value, and provisions for thirty days; two

oxen or horses or mules, and harness, and cart or wagon by which a cartman or laborer habitually earns his living, and food for animals for sixty days; horse, harness, and vehicle of physician, surgeon or minister; one sewing-machine, worth $100. If debtor is head of family, there is also exempt: five sheep and wool for every person in the family, two hogs, three pigs, and necessary food for sixty days; all flax and clothes; all spinning-wheels and looms; earnings for sixty days. Fire-apparatus, arms and public buildings are also exempt.

A homestead may be claimed by the head of a family in land to the value of $1,000; and the further sum of $250 for each member of the family.

Garnishment.—After return of an execution unsatisfied, or an attachment, the court or a judge may order any property or debt belonging to the judgment debtor, not exempt in the hands of a third party, to be held or applied on account of the judgment.

Interest.—Legal rate ten per cent., but any rate may be agreed upon.

Judgments are liens on real estate for two years. There must be from ten to forty days between service of summons and obtaining of judgment in district court, and two to ten days in justice's court. Judgment notes are not used.

Limitations expire in ten months after administration on claims against deceased persons; two years on book accounts; four years on notes; five years on judgments.

Married Women control their own separate estates. They may make contracts and sign notes in matters relating to their separate property.

Wills.—All persons over 18 years of age, are competent to make wills of all their property, real and personal. Wills must be in writing subscribed by the testator, and attested by two or more witnesses in the presence of the testator and of each other.

SPECIAL LAWS OF VERMONT.

Arrest in civil actions can be made: (1) In all actions sounding in tort, except replevin, namely—trespass, case, and trover. Wherever, by reason of fraud in contracts of sale, the title has not passed, or the contract has been rescinded, trover will lie; and in cases of substantial fraud where no other remedy exists, case will generally lie. (2) In no action of contract, express or implied, *except* (1) upon affidavit of plaintiff, his agent or attorney, filed with authority issuing writ, stating that affiant has good reason to believe and does believe defendant about to abscond or remove from the State, and has value exceeding $20, or enough to satisfy the demand, secreted about his person or elsewhere. This is held to apply to a *non*-resident *leaving* the State. The defendant is entitled to immediate examination on question of absconding, etc., and of having said amount, etc., and to discharge from arrest in discretion of examining authority. In case of such discharge, the writ stands as in ordinary suit without arrest; and *except* (2) upon affidavit of plaintiff filed as above, stating that action is for money received by defendant in fiduciary capacity, and not paid over on demand. In the above cases the execution follows the writ in issuing against the body. No female can be arrested in action of contract.

Assignments.—Must be for the benefit of all the creditors in proportion to their several claims. They must be acknowledged and a copy filed in the County Clerk's office. The assignment must be accompanied by an inventory of the property and a list of the creditors and the debts due to them. The assignee cannot be a creditor. He must execute a bond to the Probate Court of the county.

Under the Insolvent Law, the debtor, or any creditor, may petition the Probate Court. A full discharge is not granted unless the assets amount to 30 per cent. of the debts, or a majority of the creditors assent.

The wages of employes, clerks and house-servants, to the amount of $50, for work done within six months, are preferred to all other debts.

Chattel Mortgages—Must be recorded in the office of the Clerk of the city or town where the mortgagor resides. With it must be appended and recorded the affidavit of both parties, as follows: "We severally swear that the foregoing mortgage is made for the purpose of securing the debt specified in the conditions thereof, and for no other purpose whatever, and that the same is a just debt, honestly due and owing from the mortgagor."

No mortgagor can execute a second mortgage upon the same chattels, unless the fact of the existence of the first mortgage is set forth in the second mortgage. A violation of this is punishable with a heavy fine. No provision as to renewal.

Descent and Distribution of Property.—Estate as follows: The widow has one-third of the real estate as dower; if there are no children, she is entitled to the whole estate, if it does not exceed $2,000. If it exceeds that sum, she is entitled to $2,000, and one-half of the remainder, the other half descending in the same way as if there were no widow. Husband inherits from his wife in the same way. If there are no children or widow, the whole estate goes to the father; if no father, to mother, brothers and sisters in equal shares; if none of these, then to next of kin.

Divorce.—Causes: (1) Adultery; (2) sentence to imprisonment for three years or more; (3) intolerable severity; (4) absence of seven years and not heard of during that time; (5) willful desertion for three years; (5) willful neglect to provide necessaries.

The parties must have lived together as husband and wife within the State, and the applicant must have resided in the State one year next preceding the application.

The defendant, in case a divorce is granted, cannot marry again within three years; is liable to imprisonment for between one and five years.

Evidence.—No person is disqualified as a witness by reason of interest as party or otherwise, but such interest may be shown as affecting credibility. A married woman, when a party with her husband, may testify, and when her husband is a party and she is not, she may testify in the following cases: 1st. In actions upon policies of insurance, so far as relates to the amount and value of the property in question. 2d. In actions against carriers, so

far as relates to the loss of property and the amount and value thereof, and to her personal injuries, in consequence of the wrong of such carriers.

Executions.—Are returnable in 60 days from date. No general stay laws exist. Executions may be stayed by order of court, but this is very rarely done, except in cases of exceptions to the rulings of the court below and passing of cases thereon to the Supreme Court.

Exemptions.—Suitable apparel, bedding, tools, arms and necessary household furniture; one sewing-machine, one cow, the best swine, or the meat of one swine, ten sheep; one year's products from wool of ten sheep; forage for animals for one winter; ten cords of fire-wood, or five tons of coal, twenty bushels of potatoes; arms, etc.; all growing crops, ten bushels of grain, one barrel of flour, three swarms of bees with hives and honey, two hundred pounds of sugar; grave-stones; Bibles and family books; pew in church; live poultry worth $10; professional books or instruments of physicians, clergymen and lawyers, to the value of $200; one yoke of oxen or steers, two horses in lieu of oxen or steers, but not worth more than $200; forage for these animals through the winter; arms; two-horse wagon, or ox-cart, with hames, etc.; one sled; two harnesses, two halters, two chains, one plow, and one ox-yoke, which, with the animals, shall not exceed $250 in value.

A homestead to the value of $500.

Interest.—Rate six per cent. per annum. Only the excess paid is forfeited; and may be recovered back, or set up in reduction of claim, if such action is brought or defence made within six years after payment of the usury.

Limitations.—The following actions shall be commenced within six years next after the cause of action shall accrue, and not after:

1st. All actions of debt founded upon any contract, obligation, or liability, not under seal, or upon the judgment of any court, excepting such as are brought upon the judgment or decree of some court of record of the United States or of this or some other State.

2d. All actions of debt for rent.

3d. All actions of account, assumpsit, or on the case, founded on any contract or liability, express or implied.

4th. All actions of trespass upon land.

5th. All actions for replevin, and all other actions for taking, detaining, or injuring goods or chattels.

6th. All other actions on the case, except actions for slanderous words, and for libels.

All actions of debt, or *scire facias* on judgment, shall be brought within eight years next after the rendition of such judgment, and all actions of debt on specialties within eight years after the cause of action shall accrue, and not after.

Married Women.—(1) Real estate of a married woman is conveyed by joint deed of husband and wife, but she is not bound by any covenant in such deed. Her homestead right, not exceeding $500 in value, in real estate of husband, kept by him as such homestead, is not affected by his deed thereof unless she join in the execution and acknowledgment of such deed, except in case of mortgage, at time of purchase, for purchase-money. The rents, issues and products of her real estate, hers before marriage, or becoming such during coverture by gift, grant, devise or inheritance, the moneys and obligations arising from sale thereof, and her husband's interest therein in her right, is exempt during coverture from attachment and execution for sole debts of husband, with *proviso*, that such annual products are not so exempt for his liabilities for necessaries of wife and family, or for cultivation or improvement of such estate. She must join in conveyance of such interests. A mechanic's lien may be charged upon her real estate when she assents to contract to be enforced, and in suit thereon she may be joined with her husband, and coverture is no defense. When abandoned by her husband, or when he is in the State prison, the Supreme Court may authorize her to sell her real estate, and the proceeds may be used by her during his absence for necessary support of herself and family. A Chancellor may allow the use and benefit of her real estate to a married woman whose husband by criminal conduct or ill-usage has given her cause to live apart from him. A married woman can devise her real estate, or any interest therein descendable to her heirs. (2) All personal property and rights of personal action acquired by a married woman during coverture, by inheritance or distribution, are held by her to her sole and separate use. Stocks or bonds of any kind, given by parent to daughter, are, with proceeds

and dividends thereof, hers, if married, the same as if sole, and are not liable for husband's debts, except under same *proviso* as above in respect to annual products of her real estate. Any married woman whose husband has deserted her, or from intemperance or other cause neglects to provide for his family, may in her own name contract and recover for the labor of herself and minor children, and upon petition to County Court may be vested with rights and liabilities of *femme sole*. The husband will not be liable on contract so made by her. When abandoned by her husband, or when he is in the State prison, the Supreme Court may authorize her to sell any personal estate which shall at the time have come to the husband by reason of the marriage and which is in the State and undisposed of by him, and the proceeds may be used as in above like case of such sale of real estate. She may transact business on her own account, and sue and be sued as *femme sole*. A married woman can bind her husband as his agent, and also for necessaries which he does not provide. She can bequeath all personal property of which she dies possessed.

Qualifications for Voting.—Every male native or naturalized citizen of the U. S., one year in the State, twenty-one years of age, and "who is of quiet and peaceable behavior.

Wills must be signed by the testator in the presence of three witnesses, who must sign their names as such in his presence and in the presence of each other. Wills are recorded in the Probate Court.

SPECIAL LAWS OF VIRGINIA.

Arrest.—Imprisonment for debt has been abolished. A debtor about to quit the State, however, may be arrested and held to bail, if the creditor makes oath that he has probable cause so to believe, and that he has cause of action against him, and gives a bond required by statute, in a penalty equal to the sum in which the debtor is directed to be held to bail, conditioned to pay all costs and dam-

ages which may be awarded against the creditor, or sustained by the debtor, by reason of the arrest.

Assignments.—Preferences are allowed. The property is assigned to a trustee. The debtor will not be discharged unless his creditors assent. There are no Insolvent Laws.

Chattel Mortgages.—Must be recorded with Clerk of County Courts, or wherever deeds and wills are recorded. Mortgages of stock-in-trade with power to sell, are void.

Descent and Distribution of Property.—Real estate as follows: first, to children and descendants; if none, then to father; if none, then to mother, brothers and sisters and descendants; if none of these, one-half the estate goes to the paternal, and the other half to the maternal kindred, as follows: first, to the grandfather; if none, to grandmother, uncles, and aunts and descendants, etc. If there is no kindred, the whole estate goes to the husband or wife of intestate.

Personal estate goes to same persons as real estate, except that husband is entitled to his deceased wife's whole personal estate; the widow is entitled to one-third of her husband's personal property; if there are no children, to one-half.

Divorce.—The plaintiff must be a resident of the State. Causes: (1) Adultery; (2) impotency; (3) consanguinity; sentence to confinement in penitentiary; either party a fugitive from justice two years; (4) willful desertion and abandonment for five years; (5) pregnancy of wife at time of marriage by another man without knowledge of husband; (6) where the woman had before marriage been notoriously loose.

Limited divorce decreed for (1) cruelty; (2) reasonable apprehension of bodily harm; (3) abandonment or desertion.

Evidence.—The rules of the common law, when not modified by statute, are in force. Being a party to a suit, or having an interest in the subject matter, does not disqualify a witness. The rules of the common law are not changed in respect to husband and wife testifying for or against each other, nor in respect to attesting witnesses to wills, deeds, or other instruments. All notes, bills, and written contracts prove themselves, unless their execution be denied by an affidavit, filed with the plea or answer which puts them in issue. The evidence of witnesses re-

siding beyond the limits of the State, may be taken by deposition.

Executions may be levied on any personal property of the defendant. They cannot be levied on real estate. That is subjected to the payment of the judgment by a suit in equity, to enforce the lien of the judgment. Sales of personal property, except horses, mules, and oxen, are made on ten days' notice; and of horses, mules, and oxen, on some court day, after thirty days' notice.

Exemptions.—Family Bible; family pictures; school-books, and library for use of family, not exceeding $100 in value; pew in church; lot in burial-ground; wearing apparel, beds, stoves; one cow, one horse; six chairs, other household utensils; provisions and forage in small quantities; cooking-stove; sewing-machine; mechanic's tools to value of $100. A farmer may also keep a yoke of oxen, a pair of horses or mules, with two plows and other implements.

The homestead exemption permits the debtor to keep property either real or personal to the value of $2,000.

Garnishment.—This writ issues upon filing a *suggestion* in the clerk's office of the court from which the execution issues, and may be served on any person named in the suggestion as indebted to the judgment debtor. Upon this, the party served with the garnishee process is required to appear in court, and answer as to his indebtedness to the judgment debtor, and judgment is entered thereon in favor of the execution creditor.

Interest.—The legal rate is six per cent. The forfeiture for usurious interest is all interest, but no part of the principal.

Judgments—Are liens on real estate possessed by debtor, at or after the date of the judgment, or if judgment be rendered in term, at or after the commencement of the term. Are liens as against purchases without notice, if docketed within sixty days from their date, or fifteen days before conveyance made. Where the liens of two or more judgments commence the same day, the creditors share ratably.

Limitations.—Upon an indemnifying bond, or bond of executor, administrator, guardian, curator, committee, sheriff or sergeant, clerk or deputy clerk, or any other fiduciary or public officer, within ten years. On sealed

instruments within twenty years. On an ordinary contract within five years, excepting on a "retail store debt," it must be brought within two years. If the creditor is an infant, a married woman, or insane, the period of such condition is additional, excepting that in all cases the action must be brought within twenty years. All real actions within fifteen years, east of the Allegheny Mountains: within ten years west of same. No new promise will take an obligation out of these periods unless in writing.

Married Women.—The real and personal property of any female married after April 4, 1877, owned at the time of her marriage, and the rents, issues and profits thereof, and any property, real or personal, acquired by a married woman as a separate and sole trader, is not subject to the disposal of her husband nor liable for his debts; but is her separate and sole property. Any such married woman has power to contract in relation thereto, or for the disposal thereof, and may sue and be sued as if she were a *femme sole*, except that her husband must join in any contract in reference to her real or personal property other than such as she may acquire as a sole trader, and must be joined with her in any action by or against her.

Qualifications for Voting.—Every male citizen of the U. S., residence in State twelve months, in county three months, in town or district three months, and twenty-one years of age.

Wills.—Any person over 21 may make a will of real estate; any one over 18 a will of personal property. Wills must be in writing signed by the testator, or by some one in his presence by his direction. If the will is wholly in the handwriting of the testator no witnesses are necessary. Other wills must be signed, or the will acknowledged in the presence of at least two witnesses present at the same time. These witnesses must subscribe the will in the presence of the testator.

SPECIAL LAWS OF WASHINGTON TERRITORY.

Arrest.—The defendant may be arrested and held to bail in a civil action for the recovery of personal property unjustly detained, when it has been concealed, removed, or disposed of, so that it cannot be found, or with intent to deprive the plaintiff of the benefit thereof; where he has been guilty of fraud in incurring the debt or obligation, or in concealing or disposing of the property, for the taking, detention, or conversion of which the action is brought; where he has or is about to dispose of his property with intent to defraud creditors; or in an action for injuring or wrongfully taking, detaining, or converting property; or in an action for money or property embezzled or converted.

Assignments.—The debtor must petition the District Court. There must be annexed to the petition a sworn schedule of the creditors and the debts owing to them; also an inventory of the property. The creditors elect the assignee, who gives a bond. The debtor is discharged, unless he has been guilty of fraud.

Chattel Mortgages must be accompanied by the affidavit of the mortgagor that it was made in good faith and without design to hinder, delay or defraud creditors.

In a mortgage of property exempt from execution the wife must join.

The property may be taken into possession by the mortgagee, when the debt is due, or, if it is not due, when he has reasonable ground to believe that his debt is insecure, and that by leaving the property in the hands of the mortgagor, he is in danger of losing the debt.

Chattel mortgages are binding until six years after they become due.

Stock-in-trade may be mortgaged, but the mortgagor can not sell, if the mortgagee prevents him, and goods subsequently purchased would not be covered by the mortgage.

Descent and Distribution of Property.—Real estate as follows: If there is a husband or wife surviving and

only one child, in equal shares to each; if more than one child, one-third to surviving consort, and residue to children equally; if there are no children, the surviving consort takes one-half, the other half going to the decedent's father and mother; if none, then to brothers and sisters; if no children, father, mother, brother or sister, the whole estate goes to surviving consort; if none of these, to next of kin. No dower.

Personal property goes the same way as real estate, except that if the intestate leaves a husband or wife and issue, the husband or wife takes half; if no children, the surviving consort takes the whole.

Executions.—Against property issue of course within five years from recovery of judgment, and afterwards on notice to judgment debtor when affidavits show that judgment is unsatisfied. Real property sold under execution may be redeemed within six months.

Exemptions.—To a householder, all wearing apparel; private libraries; family pictures and keepsakes; beds necessary; other household goods to value of $150; two cows with their calves, five swine; two stands of bees, twenty-five domestic fowls; provision and fuel for six months. A farmer may keep one span of horses and harness, or two yoke of oxen, one wagon; farming utensils worth $200. Mechanic's tools of trade are exempt to value of $500; a physician's library, horse and carriage, instruments and medicines; the libraries of attorneys and clergymen to value of $500; fire-arms; small boat not worth more than $50; team of drayman. To a person engaged in logging, three yoke of work oxen and implements to the value of $300.

The homestead of a householder with a family is exempt to the value of $1,000. The word "homestead" must be entered in the margin of the record of title.

Interest.—The legal rate in absence of express agreement is ten per cent., but the parties may contract for any rate.

Judgments.—Are liens on real estate for five years and lien may be revived on affidavit and notice.

Limitations.—Actions to recover real estate must be brought within ten years; on written agreement or contract within six years; on oral agreements three years.

Married Women.—Hold property owned at time of

marriage, or acquired afterwards by gift, bequest, devise, or descent, free and clear from control of husband, or liability for his debts. All other property acquired by either husband or wife during marriage is community property.

Wills.—Any male person over 21 and any female over 18 may make a will. Wills must be signed by the testator or by some person under his direction. A will must be attested by two or more witnesses, who must subscribe their names in the presence of the testator. A nuncupative will of more than $200 in value can only be made in testator's last sickness, and must be proved by two or more witnesses. Such wills must be proved within six months.

SPECIAL LAWS OF WEST VIRGINIA.

Arrest.—An order for the arrest of a defendant in an action or suit may be made by the court in which the action is pending, or by the Judge or clerk thereof in vacation, upon the affidavit of the plantiff or some credible person, showing satisfactorily the nature and justice of the plaintiff's claim, the amount affiant believes the plaintiff entitled to recover in the action, and the existence of one or more of the grounds for arrest, to wit: 1st. That the defendant has removed or is about to remove any of his property out of the State with intent to defraud his creditors; or 2d. That he has converted or is about to convert his property or any part thereof into money or securities with like intent; 3d. That he has assigned, disposed of or removed his property or any part thereof, or is about to do so, with like intent; or 4th. That he has property or rights in action which he fraudulently conceals; or 5th. That he fraudulently contracted the debt or incurred the liability for which the action or suit is brought; or 6th. That he is about to leave the State and reside permanently in another State or country without paying the debt or liability for which the action is brought. When sufficient cause is thus shown, upon plaintiff or some one for him giving

bond with good security in penalty double the amount sworn to, such Court, Judge or clerk shall make an order for arrest of defendant, and that he be held to bail for such sum as is proper. The defendant will be committed to jail unless he gives bond conditioned to disclose all his property and transfer the same to satisfy the judgment or decree, or in case of failure to satisfy the judgment or decree. So after judgment the defendant may be compelled by arrest and imprisonment to disclose all his property and transfer to the officer having execution sufficient to pay the same. Having done this, he must be released. The right to an order of arrest extends no farther than this.

Assignments.—Preferences are allowed. The assignment must be acknowledged, and filed in the Office of the Clerk of the County Court of the county where the property assigned is situated. No inventory is required to be filed, except, on the sale of property, an inventory of the property sold. The assignee is not required to give a bond, nor any notice for creditors to present claims. The assignee has a reasonable time in which to declare dividends. He is entitled to five per cent. commissions. The debtor is not discharged.

Chattel Mortgages are seldom, if ever, used. Deeds of trust take their place, and the trustee will sell the property when required by the creditor, after the debt is due.

Descent and Distribution of Property.—Real estate: first, to children and descendants; if there is no child, etc., to father; if no father, then to mother, brothers and sisters, and descendants; if none of these, one-half to the paternal and the other half to maternal kindred, as in Virginia. The widow has dower.

Personal property goes the same way, except that a husband, if there are children, takes one-third; if no children, he takes the whole; if there is a widow and children, she gets one-third; if no children, she is entitled to the whole.

Divorce.—The plaintiff must have resided in the State one year. Causes: (1) Adultery; (2) impotency; (3) willful abandonment for three years; (4) sentence to penitentiary; (5) pregnancy of wife at time of marriage by another person without husband's knowledge; (6) where wife had unknown to husband been notoriously a prostitute before marriage; (7) where the husband had been notoriously immoral.

Marriages may be annulled for: (1) where a white person and a negro are married; (2) former husband or wife living; (3) consanguinity; (4) insanity; (5) where the male is under fourteen or the female under twelve years of age.

Limited divorce for (1) cruel and inhuman treatment; (2) reasonable apprehension of bodily hurt; (3) abandonment; (4) habitual drunkenness.

Evidence.—All persons may be witnesses, although interested. One party may be called as a witness by the other. Parties to suits shall not testify as to any transaction or communication had personally with a deceased person, against the representatives of such deceased person.

If a person live out of the county where suit is pending, his deposition may be taken on due notice to the opposite party. No evidence of existence of firm or corporation, unless denied by plea under oath, is required.

Executions may issue at any time within two years after the date of the judgment, and if execution is issued within that time, then a second execution may be issued within ten years from the return day of the last execution, which is returned "no property found," or without any return endorsed. Judgments may be revived by *scire facias* at any time within ten years after the date of the judgment. Executions can be levied on personal property and chattels real only. See judgments as to sale of real estate.

Exemptions.—A husband or parent may select and keep personal property from seizure for debt to the amount of $200. Any resident mechanic or laborer may keep the working tools of his trade up to the value of $200.

A homestead worth $1,000, belonging to a husband or parent, is exempt. It must be recorded as a homestead in the public land records of the county.

Garnishment.—After judgment, debts owing to the defendant may always be garnisheed. Before judgment they can be garnisheed only when an attachment is issued.

Interest.—Six per cent. is the legal rate. More than that rate cannot be collected by legal proceedings. No penalty for contracting for a usurious rate. The contract is void simply as to the excess of interest agreed to be

time and every two years thereafter, by the filing of an affidavit by the mortgagee, stating his interest in the property and the amount due him.

Mortgage of stock in trade with power of sale is void as against creditors.

Chattel mortgages in this State usually contain a provision that the mortgagee may take possession of the chattels whenever he feels himself insecure. He may therefore do so whether his grounds are reasonable or not.

Descent and Distribution of Property.—Real estate descends, subject to dower and curtesy, first, to children; if none, to surviving husband or wife; if none, to parents or the survivor of them; if none, then to brothers and sisters equally; if none of these, then to next of kin.

Personal property goes the same way as real estate, except that the widow takes an equal share with child.

Divorce.—Plaintiff must have resided in the State one year. Causes: (1) Adultery; (2) impotency; (3) sentence of three years or more; (4) cruel and inhuman treatment; (5) willful desertion for one year; (6) habitual drunkenness for one year; (7). entire and voluntary separation for five years.

Executions upon judgments of courts of record may issue at any time within five years, but if none has issued within that time, execution can only issue with leave of court, when it has been made to appear satisfactorily that some part of judgment remains due unpaid. If found, personal property must be first exhausted, and same can be sold on twenty day's notice.

Real estate sold on execution may be redeemed by execution debtor, his heirs or assigns, within one year from date of sale, by paying sum bid with ten per cent. interest. Subsequent judgment or mortgage creditors may redeem within fifteen months from date of sale, by paying sum bid and seven per cent. interest.

There is no stay of execution on judgments of court of record except by order of court.

Execution on judgments in justices' court may issue at any time within five years after rendition of judgment.

Within five days after rendition of judgment in justice's court, upon the recognizance of some responsible person not a party to the judgment, execution may be stayed as follows: Judgment for $10, exclusive of costs,

one month; above $10 and not exceeding $30, two months; above $30 and not exceeding $50, three months; above $50, four months.

Exemptions.—Family Bible; family pictures and school-books; the debtor's library; all wearing apparel, beds, stoves and cooking utensils; other household furniture, to amount of $200 in value; one gun, rifle, or firearm, worth not more than $50; two cows, ten swine, one yoke of oxen, one horse or mule, or two horses or two mules, ten sheep and wool; necessary food for this stock for one year; one wagon, cart, or dray, one sleigh, one plow, one drag; other farming utensils, worth $50; provisions for one year's support; tools and implements or stock-in-trade of mechanic, miner, etc., to value of $200; library and implements of any professional man, not exceeding $200; one sewing-machine; all inventions; sixty days' earnings of married persons, etc.; money arising from insurance of exempt property; money arising from life insurance, made in favor of wife; printing material, and press or presses, to the value of $1,500; books, maps, plates and papers, used for making abstracts of title; pew in church; lot in burial-ground.

A homestead not exceeding forty acres in the country, or one-fourth of an acre if in a city, town or village.

Garnishment.—Property, money, credits, and effects of the defendant in the hands of another person, and indebtedness due him, may be garnisheed either at the commencement of an action founded on contract before judgment, or after judgment on execution. An affidavit must be made by plaintiff, or some one in his behalf, and served with the garnishment summons, and upon such service the garnishee debtor stands liable for any indebtedness that may exist in favor of principal debtor, or for any property he may have belonging to the principal defendant. In case garnishee denies his liability, issue may be joined, and the question of his liability is then tried, after judgment in the principal action, as any other question of fact.

Interest.—Seven per cent. is the legal rate, but parties may, in writing, stipulate for any rate as high as ten per cent.

The penalty for usury is the forfeiture of interest.

Judgments of court of record become liens upon

debtor's real estate in the county where rendered, from time of docketing, and remain so for ten years. Transcripts of judgments may be filed and docketed in any county, and thereupon become a lien on the debtor's real estate, if any, in that county. Transcripts of justice's judgments may also be filed and docketed with clerk of circuit court of the county where rendered, and henceforward such judgments have the force of those of the circuit court.

Limitations.—Actions upon statute penalty, for libel, slander, assault, battery, or false imprisonment, for the recovery of damages by personal representatives for death caused by wrongful act, neglect, or default of another, must be brought within two (2) years.

Actions against sheriff, constable, etc., for act or omission of official duty, must be brought within three (3) years.

Actions on judgments of courts not of record, on contract, obligation, or liability, express or implied; for trespass on real property, and detention of or injury to personal property, and injury to person or rights of others; or for relief on ground of fraud,—must be brought within six (6) years.

Actions on foreign judgments, or upon sealed instruments when cause of action accrued without the State, must be brought within ten (10) years.

Actions on judgments of courts of record within the State, or on sealed instruments when the cause of action accrued within the State, must be brought within twenty (20) years.

Adverse possession of real estate, under color of title, founded upon some written instrument or judgment for the period of ten years, constitutes a complete bar to the recovery of same.

Adverse possession of real estate for twenty years by person not claiming under color of title, where land has been protected by substantial enclosure, or where it has been usually cultivated or improved, constitutes a like bar.

A promise to take a case out of statute must be in writing.

Married Women may act as *femmes sole* with respect to their separate property, and may sell and devise it as such. They may sue and be sued, as *femmes sole*, with respect to separate property. Husband need not join with wife in deed of separate property of wife. He is not liable for wife's ante-nuptial debts.

Qualifications for Voting.—Every male citizen of the U. S., and persons of Indian blood who have once been declared by the law of Congress to be citizens of the U. S., and civilized persons of Indian descent not members of any tribe; also, such as have declared intentions, residence in State one year, and twenty-one years of age.

Wills must be in writing signed by the testator, or by some person in his presence by his direction. They must be attested and subscribed in the presence of the testator by two or more witnesses.

SPECIAL LAWS OF WYOMING.

Arrest.—The defendant in a civil action may be arrested when he has removed, or begun to remove, his property out of the jurisdiction of the court, or has converted the same, or a part thereof, into money, with a like purpose, or fraudulently conceals his property, or has assigned, removed, or disposed of his property, or a part thereof, with intent to defraud his creditors, or when the debt or obligation was fraudulently contracted.

Assignments.—Under the Assignment Law, creditors who accept the dividend must release the debtor from further liability. The assignee must give a bond in an amount fixed by the Probate Judge.

Chattel Mortgages must be recorded in the office of the County Clerk of the county where the property is situated.

The mortgage is valid for the term for which it was given and for two months afterward. May then be renewed and every year thereafter by filing the affidavit of the mortgagor as to the amount of his claim.

Descent and Distribution of Property.—Dower and curtesy have been abolished. The surviving husband or wife is entitled to the entire estate of the deceased, real and personal, provided it does not exceed $10,000.

Executions.—Issue of course within five years. Real and personal property of judgment debtor may be sold thereunder. May issue against the person of the defendant where there are facts allowing of an order of arrest.

Exemptions wearing apparel of every person; to the head of a family, the family Bible, pictures and school-books; lot in cemetery; furniture, bedding, provisions, and other articles to be selected by the debtor to the amount of $500.

The tools, team and implements, or stock-in-trade of a mechanic, miner, or other person, is exempt to value of $300; also the library, instruments or implements of a professional man, not to exceed $300.

The homestead of the head of a family, not to exceed $1,500 in value. It may consist of a house and lot in a city or town, or a farm of not more than 160 acres.

Garnishment.—Any person owing or having property of a defendant may be compelled to surrender same and deeds in attachment proceedings, and where a judgment has been obtained, may be compelled to apply same on account of judgment, except that wages earned within three months are exempt.

Interest.—The legal rate of interest is twelve per cent. but any rate may be agreed upon in writing.

Judgments.—Are liens upon lands of judgment debtor, in county where docketed, for five years, and execution issued within that period; it may be continued for five years.

Limitations.—Actions for recovery of real property must be brought within twenty-one years, on specialty or any agreement, contract or promise in writing, five years; on contract not in writing, and upon a liability created by statute, other than a forfeiture or penalty, four years; foreign claims, judgments, contracts, express or implied, contracted before debtor became a resident, within one year; after residence, and upon a promise of marriage, within one year.

Married Women.—Hold their separate real or personal property, acquired before or since marriage, and its increase, free from control of husband and exempt from his debts. Can make a will, sue and be sued, sell and convey personal estate, and carry on trade as if single.

Wills.—Must be in writing signed by the testator, or by some person in his presence by his direction. They must be attested and subscribed in the presence of the testator by two or more witnesses.

NATURALIZATION.

In order for a free white person, born in a foreign country, to become a citizen of the United States, it is necessary that he should make a declaration under oath, at least two years before his admission, of his intention to become a citizen, and must renounce his allegiance to his own sovereign. This declaration must be made before—

1. Any state court, being a court of record, and having a seal and clerk, and common-law jurisdiction.
2. Before a circuit court of the United States.
3. Before a district court of the United States.
4. Before a clerk of either of these courts.

After he has been a resident of the United States for five years, and has made his declaration of intentions at least two years before, he may then be admitted to the rights of citizenship. In order for this, he must prove, by the oath of two citizens of the United States, that he has been a resident of the United States for five years, and one year within the state where the court is held.

He must also take an oath to support the constitution of the United States, and on oath renounce and abjure his native allegiance.

If he have been a minor, and shall have resided in the United States for three years next before his attaining his majority, he may be admitted without such declaration, on proving by two witnesses that he has resided five years in the United States, three years as a minor and two since he became of age, making the declaration of his intentions at the time of his admission, and declaring on oath and proving to the satisfaction of the court that for three years next preceding it had been his *bona-fide* intention to become a citizen.

The alien's country must, at the time of his admission, be at peace with the United States.

If an alien die after having made his declaration of intention and before his admission, his widow and children are citizens.

The minor children of any one duly naturalized, if dwelling in the United States, are citizens.

Form of Declaration of Intention.

I, JOHN DOE, do declare, on oath, that it is *bona fide* my intention to become a citizen of the United States, and to renounce for ever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatever; and particularly to the *Queen of Great Britain and Ireland*, of whom I was a subject.

JOHN DOE.

Sworn in open court, this *first* day of *October*, 1888.

Clerk's Certificate.

I, JOHN SMITH, clerk of the *district* court of the *United States* do certify that the above is a true copy of the original declaration of intention of JOHN DOE to become a citizen of the United States, remaining of record in my office.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said court, this *first* day of *October*, one thousand eight hundred and *eighty-eight*.

(Seal of the court.) JOHN SMITH, *Clerk.*

Affidavit of one who arrived before he was Eighteen.

In the matter of JOHN DOE, on his Naturalization.

JOHN DOE, being duly sworn, says, that for the continued term of five years last past he has resided within the United States, and that for one year last past he has resided within the state of *Michigan;* and at the time he so arrived in the United States he had not attained his eighteenth year; that it is bona fide his intention, and has been for the last three years, to become a citizen of the United States, and to renounce forever all allegiance and fidelity to all and every foreign prince, potentate, state, and sovereignty whatever; and particularly to VICTORIA, *the Queen of Great Britain and Ireland*, of whom he was a subject.

JOHN DOE.

Sworn in open court, the *tenth* day of *August*, 1888. JOHN SMITH, *Clerk.*

Affidavit to prove the Intention of becoming a Citizen, to accompany the preceding Affidavit.

State of *Michigan*
County of *Wayne*, } to wit:

JOHN JONES, being duly sworn, says that he is a citizen of the United States; that he is well acquainted with the above-named JOHN DOE, and that he said JOHN DOE has resided within the territory of the United States for five years last past, and for one year last past in the state of *Michigan;* and that during such period he has behaved himself as a man of good moral character, attached to the principles of the constitution of the United States, and well disposed to the good order and happiness of the same; that for three years last past it has been bona fide the intention of the said JOHN DOE to become a citizen of the United States, and that at the time the said JOHN DOE arrived in the United States he had not attained his eighteenth year.

JOHN JONES.

Sworn to in open court, this *tenth* day of *August*, 1888. } JOHN SMITH, *Clerk.*

Proof of Residence, &c., to be made at the time of Admission.

State of *Indiana*,
County of *Jefferson*. } to wit:

PETER SMITH and JOHN JONES, being duly sworn, say that they are both of them citizens of the United States of America; that they know JOHN DOE, and that he has resided within the territory and jurisdiction of the United States for five years last past; that during that time he has behaved as a man of good moral character, attached to the principles of the constitution of the United States, and well disposed to the good order and happiness of the same.

PETER SMITH,
JOHN JONES.

Sworn in open court, this *first* day of *November*, 1888, before me, GEORGE GOODMAN, *Judge.* }

Oath to support the Constitution of the United States, &c.

I, JOHN DOE, do solemnly swear that I will support the constitution of the United States of America, and that I do absolutely and entirely renounce and abjure all allegiance and fidelity to any foreign prince, potentate, state, or sovereignty whatever; and particularly to VICTORIA, *Queen of the United Kingdom of Great Britain and Ireland*, of whom I was a subject.

JOHN DOE.

Sworn in open court, the *first* day of *November*, 1888, before me GEORGE GOODMAN, *Judge*.

Certificate of Citizenship.

United States of America,
State of *Indiana*, } ss.
Court of *Jefferson*.

Be it remembered, that on the *first* day of *November*, in the year of our Lord one thousand eight hundred and *eighty-eight*, JOHN DOE appeared in the *circuit court* (the said court being a court of record, having common-law jurisdiction, and a clerk and seal), and applied to the said court to be admitted to become a citizen of the United States of America, pursuant to the provisions of the several acts of the Congress of the United States of America, for that puspose made and provided; and the said applicant having thereupon produced to the court such evidence, made such declaration and renunciation, and taken such oaths as are by the said acts required:

Thereupon, it was ordered by the said court, that the said applicant be admitted, and he was accordingly admitted by the said court, to be a citizen of the United States of America.

In testimony whereof, the seal of the said court is hereunto affixed, this *first* day of *November*, one thousand eight hundred and *eighty-eight*, and in the *one hundred and twelfth* year of our Independence.

Per curiam. JOHN SMITH, *Clerk*.

(Seal of the court.)

Dictionary of Law Terms.

Abandonment.—The relinquishment of a claim or privilege. The voluntary leaving of a person to whom one is bound by a special relation. In marine insurance, the relinquishment of all the property saved from loss by shipwreck, capture, or other peril.

Abate.—To enter into a freehold after the death of the last possessor and before the heir or devisee takes possession.

Abet.—One who encourages, instigates or counsels another to commit a crime.

Abduction.—The taking away of a child, or wife, by fraud, persuasion or open violence.

Abscond.—To go away, or conceal one's self, to avoid the serving of a process or notice.

Acceptance.—An agreeing to the act or contract of another, by some act which binds the person in law.

Accession.—A mode of acquiring property by which the owner receives addition by growth, or by labor.

Accessory.—One guilty of an offense, not principally, but by participation. An accessory *before the fact* is one, who though absent, yet procures, counsels or commands another to commit a felony; *after the fact*, when one knowing of the felony assists, comforts, or conceals the criminal.

Accretion.—The increase of property by which the owner of one thing becomes possessed of a right of another; generally, gain of land by the washing up of sand or soil from the sea, or a river.

Acknowledgment.—A declaration or avowal of one's own act, to give it legal vitality

Action.—A suit or process, by which a demand is made of a right in a court of law; a claim made before a tribunal.

Ad Inquirendum.—A judicial writ; commanding inquiry to be made of anything relating to a cause.

Ad Litem.—For the suit. A court has the power to appoint a guardian for the suit for one who needs assistance.

Adjournment.—Putting off, or postponing until another day.

Administrator.—A man who manages or settles the estate of an intestate. or of a testator where there is no competent executor.

Admiralty, Court of.—A court having cognizance of questions arising out of maritime affairs, and of crimes committed on the high seas.

Adultery.—The voluntary sexual intercourse of a married person with one of the opposite sex.

Advancement.—Settlement on a wife or child, or jointure. That which a person has received from a person living in anticipation of what he might receive by inheritance.

Adverse Possessions.—That kind of continued occupation and enjoyment of real estate which indicates an assertion of right on the part of the person maintaining it.

Affidavit.—A statement in writing, signed and made upon oath before an authorized person. It is always made *ex parte*, and without cross-examination, and in this differs from a Deposition.

Affinity.—In civil law, the relationship in which each of the parties married stands to the kindred of the other, and which is of three kinds: 1. *Direct*, that subsisting between a husband and his wife's relatives, or between a wife and her husband's relatives. 2. *Secondary*, between the husband and his wife's relatives by marriage. 3. *Collateral*, between the husband and the relations of his wife's relatives.

Affirm.—To make a solemn promise, before an authorized magistrate or tribunal, by persons who conscientiously decline taking an oath; which declaration is in law equivalent to an oath.

Agent.—One intrusted with the business of another; an attorney.

Alias.—A second or further writ which is issued after the first writ has expired without effect. Another name; an assumed name.

Alibi.—In another place; elsewhere. When a person on trial for crime, shows that he was in another place at the time when the act was committed, he is said to prove an *Alibi*.

Alien.—One born out of the jurisdiction of the United States, and not naturalized.

Alimony.—An allowance made to a wife out of her husband's estate or income for her support, upon her divorce or separation from him.

Allegiance.—Fidelity and attachment to the government.

Alluvion.—The gradual increase of earth on a shore, or a bank of a river, by the force of water, as by a current or by waves. The owner of the land thus augmented has a right to the alluvial earth.

Ancestor.—One who preceded another in the possession of property; one from whom an inheritance is derived.

Annuity.—A sum of money, payable yearly, to continue for a given number of years, for life, or forever.

Ante-nuptial.—A settlement or agreement made before marriage.

Appeal.—The removal of a cause or suit from an inferior to a superior court or judge for re-examination or review.

Appraisement.—A valuation.

Apprentice.—One who is bound by indentures to serve for a certain period.

Appropriation. The sequestering of a benefice to the perpetual use of a spiritual corporation. The application of the payment of a sum of money, by a debtor to his creditor.

Approver.—One who being indicted of treason or felony, confesses himself guilty, and takes an oath to reveal all he knows respecting the crime charged, and all engaged with him. This is called *turning State's evidence*.

Appurtenances.—That which belongs to something else; something belonging to another thing, as principal, and which passes as incident to it, as a right of way; a right of common to

pasture an out-house, barn, garden, or orchard, to a house or messuage.

Arraign.—To call a prisoner to the bar of a court to answer to the matter charged in an indictment or complaint.

Array.—To set in order, as a jury, for trial of a cause, calling them one by one.

Arrest.—To take, seize or apprehend by authority of law.

Arrest of Judgment.—The staying or stopping of a judgment after verdict for legal cause. The motion for this purpose is called a motion in *arrest* of judgment.

Arson.—The malicious burning of a dwelling-house of another person, which by the common law is felony.

Assassination.—Killing or murdering by surprise or secret assault, with no personal motive.

Assault.—An attempt or offer to beat another, accompanied by a degree of violence, but without touching his person, as by lifting the fist, or a cane in a violent manner, or by striking at him and missing him. If the blow aimed takes effect, it is a Battery.

Assign.—To transfer to, and vest in, certain persons called *Assignees* for the benefit of creditors.

Assizes.—A periodical sitting of the judges by virtue of a commission to hear and determine causes.

Assurance. Any written or other legal evidence of the conveyance of property. Equivalent to INSURANCE.

Attachment.—A seizure of taking by virtue of a legal process; a laying on of hands, or taking the person by virtue of a precept; and so far differing from an arrest, inasmuch as it lays hold of the goods as well as the person; and also from a distress, which seizes only on lands, tenements, and goods; whereas an Attachment takes both the goods and body. Attachments are issued at common law against persons for contempt of court. In some States a writ of Attachment is a species of *mesne* process upon which the property of a defendant may be seized at the commencement of a suit and before summons to him, and may be held to satisfy the judgment the plaintiff may recover. In other States this writ can issue only against absconding debtors and those who conceal themselves.

Attainder. -The corruption of blood which follows from being convicted of treason or felony. By the Constitution of the United States, no Bill of Attainder shall be passed; and no Attainder of Treason (in consequence of judicial sentence) shall work corruption of blood or forfeiture, except during the life of the person attained.

Attorney.—One who is appointed by another to transact any business for him, in his absence, and either private or public. A Public Attorney, or *Attorney at Law*, is an officer of a court of law legally qualified to prosecute and defend actions in such court. A Private Attorney, or an *Attorney in Fact*, is a person appointed by another, by a letter or power of attorney, to transact any business for him out of court.

Attorney-General.—An officer of the State empowered to act in all cases in which the State is a party.

Award.—The judgment pronounced by one or more arbitrators, at the request of two or more parties at variance, in order to end the

dispute without appealing to a public tribunal. Awards must be made in writing, signed by the arbitrators.

Bail.—To liberate from arrest and imprisonment.

Bail-bond.—A bond given by a prisoner and his surety, to insure the prisoner's appearance in court, at the return of the writ.

Bailment.—The delivery of goods in trust, upon a contract expressed or implied, that the trust shall be faithfully executed by the *Bailer*, or receiver.

Bail-piece.—A slip of parchment, or paper, containing a recognizance of bail *above*, or *Bail to the Action*.

Bankrupt.—A trader who breaks or fails, or becomes unable to pay his debts in the ordinary course of trade.

Bankrupt Law.—A law which upon a bankrupt's surrendering all his property for the benefit of his creditors, discharges him from the payment of his debts, and all liability to arrest or suit for the same, and secures his future acquired property from a liability to the payment of his past debts.

Bans of Matrimony.—Notice of a marriage proposed, or of a matrimonial contract, proclaimed in a church, or other place prescribed by law, that any person may object, if he knows of any kindred between the parties, of any pre-contract, or other just cause why the marriage should not take place.

Bar.—The whole body of lawyers licensed in a court; the legal profession. A special plea constituting a sufficient answer to the plaintiff's action.

Bargain and Sale.—A species of conveyance, by which the bargainer contracts to convey the lands to the bargainee, and becomes by such contract a trustee for and seized to the use of the bargainee.

Barrister.—A counselor learned in the laws, qualified and admitted to plead at the bar.

Bastard.—One who is born out of wedlock. By the civil and canon laws of many of the United States, a Bastard becomes a legitimate child by the intermarriage of the parents at any future time. But by those of England, and some of the States, a child to be legitimate, must at least be born after the lawful marriage.

Bastard Eigne or Bastard Elder.—The bastard son of a man who afterwards marries the mother, and has a legitimate son, who is called *mulier puisne*, or *younger*.

Battery.—The unlawful beating of another. It includes every angry and violent touching of another's person or clothes, or anything attached to his person or held by him. Spitting in one's face may be a Battery. It is distinguished from an *Assault*, inasmuch as the latter does not necessarily imply a hitting or a blow. There may be an Assault without Battery, but their cannot be a Battery without an Assault.

Bequeath.—To give by testament, said of personal property. The word Bequeath is sometimes enlarged so as to embrace Devise; and is sometimes so construed by courts.

Bigamy.—The offence of contracting a second marriage during the life of the first husband or wife.

Bill.—A declaration in writing, expressing some wrong the complainant has suffered from the defendent, or a fault committed by

some person against the law. It contains the fact complained of, the damage sustained, and a petition or process against the defendant for redress.

Bill of Costs.—A statement of the items which form the total amount of the costs of a party to a suit or action.

Blasphemy.—Any false statement or language calculated to deceive. Blasphemy is to attribute to God that which is contrary to his nature, and does not belong to him, and to deny what does.

Bona Fide.—In good faith, honest.

Bond.—A writing under seal by which a person binds himself, his heirs, executors, and administrators, to pay a certain sum, or perform some act on or before a day appointed. If the condition of the obligation is not performed, the Bond becomes forfeited, and the obligator and his heirs are liable to the payment of the whole sum.

Bound-bailiff.—An officer appointed by a sheriff to execute process.

Breach.—A breaking or infraction, as of a law, or any obligation; non-fulfillment of a contract; a Breach of promise.

Burglar.—One guilty of the crime of burglary.

Burglary.—The breaking and entering the dwelling-house of another in the night time, with intent to commit a felony therein, whether the felonious purpose be accomplished or not. In American law, the crime includes offenses committed by *day* as well as by *night*, and in other buildings than dwelling-houses; and various degrees of the crime have been established by statute in several of the States.

By-Law.—A private law made by a corporation for its own government; a law aside from the general or public law.

Capias.—A writ or process commanding the officer to take the body of the person named in it; also called *Writ of Capias.*

Caveat.—*Let him beware.* A notice given to an officer not to do a certain act until the party is heard in opposition. In Patent Laws, a description of some invention, designed to be patented, lodged in the office before the patent right is taken out, operating as a bar respecting the same invention, from any other quarter.

Chancellor.—A judicial officer; the president, or chief judge of a Court of Chancery.

Charter.—A written evidence in due form of things done between man and man; a deed or conveyance.

Chattel.—Every kind of property except the freehold, or the things which are a parcel of it; it is a more extensive term than goods or effects. Chattels are personal or real.

Chose in Action.—A personal right to a thing not reduced to possession, but recoverable by suit at law; as a right to recover money due on a contract, or damages for a test, which cannot be enforced against a reluctant party without suit.

Chose in Possession.—A thing in possession, as distinguished from a thing in action.

Chose Local.—A thing annexed to a place, as a barn, or other out-house.

Chose Transitory.—A thing which is movable.

Civil Death.—In law, that which cuts off a man from civil society, or its rights and benefits, as banishments, outlawry, etc.

Civil Law.—In a general sense, the law of a State, city, or country.

Code.—A orderly collection or digest of laws for public or private institutions.

Codicil.—A supplement to a will, which in some way modifies a former will without repealing it.

Collusion.—A compact between two persons to bring an action one against the other for some fraudulent or unlawful purpose.

Commission.—The warrant, or letters patent, by which one is authorized to exercise jurisdiction.

Common.—In law, the right of taking a profit in the land of another, in common with the owner or other persons;—so-called from the community of interest which arises between the claimants of the right and the owner of the soil, or between the claimants and other commoners entitled to the same right.

Common Bail.—Bail in which the recognizance or surety is merely nominal.

Common Carrier.—One who undertakes for hire, to transport goods from one place to another. Such carrier is liable for all losses and injuries to the goods, except those which have happened in consequence of the act of God, or of the enemies of the country, or of the owner of the property himself.

Common Law.—The unwritten law, the law which receives its binding force from immemorial usage and universal reception, in distinction from the written or statute law.

Commorant.—Dwelling; inhabiting or occupying a place temporarily.

Competency.—Legal capacity or qualifications; fitness; as the competence of a witness. Competence of judge or court to examine and decide.

Compounding a Felony.—To accept a consideration for forbearing to prosecute.

Condonation.—Forgiveness either expressed or implied, by a husband or wife, for a breach of marital duty, with an implied condition that the offense shall not be repeated.

Confidential Communication.—One made by a client to his counsel, solicitor or attorney, in professional confidence, and which he is not permitted to divulge.

Consideration.—The material cause of a bargain without which it is not binding on either party. Considerations may be either expressed, or implied; that is distinctly declaring the terms of a contract, or that there is a presumption by both parties that certain terms are intended. A valuable consideration is one made in money or its equivalent.

Consignee.—The person to whom goods or other things are delivered in trust, for sale or superintendence.

Constable.—An officer of the peace having power as a conservator of the public peace, and bound to execute the warrants of judicial officers.

Constituent.—A person who appoints another to act for him as attorney in fact.

Contempt.—In law, disobedience of the rules, orders or process of a court of justice, or of the rules of a legislative body.

Contest.—To defend, as a suit or other judicial proceedings; to dispute, as a claim, by course of law; to litigate.

Contingent.—Dependent for effect on something that may or may not occur; as, a contingent estate; contingent use.

Continuance.—The postponement of the proceedings in a cause from one stated term of a court to another.

Contract.—A covenant or agreement between two or more persons, with a lawful consideration or cause involving legal rights and liabilities. A formal writing which contains the agreement of parties, with the terms and conditions, and which serves as a proof of the obligation.

Contumacy.—Willful contempt of, and disobedience to the lawful summons or orders of a court.

Conveyance.—An instrument in writing by which property, or the title to property, is conveyed or transmitted from one person to another.

Conveyancer.—One whose business it is to draw and prepare the necessary paper for conveying property.

Convict.—A person found guilty, after trial, of a crime alleged against him.

Coparcenary.—Partnership in inheritance; joint heirship; joint right of succession to an estate of inheritance.

Copartnership.—A joint interest in any matter or business.

Copyhold.—English Law, a tenure of estate by copy of court roll; or a tenure for which the tenant has nothing to show, except the rolls made by the steward of the Lord's Court.

Copyright.—The legal right which an author has in his own original production; the exclusive right to print, publish, and sell his own literary, scientific or artistical productions, for his own benefit, during a certain period.

Counsel.—One who gives advice in legal matters; also, collectively the legal advocates united in the management of a case.

Court.—The hall, chamber or place where justice is administered. The persons officially assembled under authority of law for the administration of justice; a judge or judges sitting for the hearing or trial of causes; the session of a judicial assembly.

Covenant.—A mutual agreement of two or more persons or parties, in writing and under seal, to do or to refrain from some act or thing; a contract.

Crime.—Any violation of law, either divine or human; an omission of duty which is commanded or the commission of an act which is forbidden by law.

Cross-examination.—The questioning of a witness by the party against whom he has been called and examined.

Culprit.—A person convicted of a crime; a criminal.

Custom.—A long-established practice or usage, considered as unwritten law, and resting for authority on long consent.

Damages.—The estimated reparation for injury sustained. In common law actions, the jury are the proper judges of damages.

De Bene Esse.—Well being or conditional allowance. To take an order or testimony *de bene esse*, is to take it for the present, but subject to be suppressed on further examination.

Debt.—That which is due from one person to another.

Declaration.—That part of the pleadings in which the plaintiff sets forth in order and at large his cause of complaint.

Decree.—A decision or order given in a cause by a court of equity. A determination or judgment of an umpire on a case submitted to him; an edict.

Deed.—A written contract, signed, sealed, and delivered.

Default.—Non-appearance in court on the day assigned; also, extended to omission of that which ought to have been done, as, the rendering of accounts. *To suffer a Default*, to permit an action to be called without appearing to answer.

Defeasance.—A condition relating to a deed, which being performed, the deed is defeated and rendered void.

Defence.—The reply which the defendant makes after the declaration is produced.

Defendant.—One who is sued in an action, and put upon his defence.

Demand.—Asking or seeking for what is claimed as due. *On Demand*, upon presentation and request of payment.

Demesne.—Lands which are next or adjacent to other property and which are kept for the owner's own use.

Demise.—A transfer of an estate by lease or will. *Demise and redemise*, a conveyance where there are mutual leases made from one to another of the same land, or something out of it.

Demurrer.—A pause or stop put to a suit, for the judgment of the court on the question, whether assuming the truth as alleged by the opposite party, it is sufficient in law to sustain the action, and whether the party resting is bound to proceed further.

Deponent.—One who gives a deposition under oath; who gives written testimony to be used as evidence in a court of justice.

Deposition.—Testimony taken down in writing before some competent authority, and in reply to interrogatories and cross-interrogatories.

Derelict.—A thing voluntarily abandoned or utterly forsaken by its proper owner. A tract of land left dry by the sea, and fit for cultivation.

Derogate.—To annul in part; to restrict; to limit the action and power of a law.

Descent.—Hereditary succession to an estate. The ordinary succession from parents.

Detainer.—Keeping possession of that which belongs to another. In English law, a writ for detaining any one in custody, when once arrested.

Disable.—To deprive of legal right or qualification; to render legally incapable.

Disbar.—To expel from the bar, or not permitted to further practice in a court.

Disclaimer.—A denial or disavowal of a claim, title, interest, or trust of an interest or estate.

Discuss.—To examine or search thoroughly; to exhaust a remedy against a principal before proceeding against the surety.

Dispossession.—Deprivation of possession of property, by some process of law, and an order from the court.

Dissolve.—To annul; to rescind; as, to dissolve an injunction.

Disseizee.—A person disseized, or put out of possession of an estate unlawfully.

Distress.—The act of distraining; taking possession of personal chattels, without process of law, from one who does not pay.

Divorce.—A lawful dissolution of the marriage contract by a court or other body having competent authority. This is properly a Divorce, and called technically, Divorce *a vinculo matrimonii*—from the bans of matrimony. The separation of a married woman from the bed and board of her husband—*a mensa et toro*—from board and bed.

Domain.—Ownership of land; an estate or patrimony which one has in his own right; absolute proprietorship. *Public Domain*, the territory belonging to a State or to the general government; public lands. *Right of Eminent Domain*, that superior domain of the sovereign power over all the property within the State, including that previously granted by itself.

Domicile.—A residence at a particular place accompanied with positive or presumptive proof of an intention to remain there for an unlimited time.

Dominant Estate.—The tenement or estate to which a servitude or easement is due from another estate, the estate over which the servitude extends being called the Servient Estate.

Dower.—The property with which a women is endowed; especially that which a women brings to a husband in marriage. That portion of the real estate of a man which his widow enjoys during her life, or to which a woman is entitled after the death of her husband.

Duress.—The state of compulsion in which a person is induced by the unlawful restraint of his liberty, or threatened violence, to make a deed or contract, or to discharge one, or to commit an offense.

Earnest.—Money advanced as a pledge to bind the parties to the performance of a bargain and prove the sale.

Easement.—A liberty, privilege or advantage without profit, which one proprietor has in the estate of another proprietor, distinct from the ownership of the soil, as, a way through his lands, water-course, etc.

Embezzlement.—The fraudulent appropriation of anything that has been intrusted to one's care and management. It differs from theft so far that the latter implies a wrongful taking of another person's property; whereas embezzlement denotes the wrongful use of what came into his possession by right.

Emblement.—The right of the produce or fruits of land sown or planted.

Embrace.—To attempt to influence corruptly, as a jury.

Enact.—To decree; to establish by law.

Encumbrance.—Every right to, or interest in, an estate to the diminution of its value, but not impending the passing of the fee by a conveyance, as a mortgage.

Entail.—An estate or free entailed, or limited in descent to a particular heir and heirs. The rule by which the descent is fixed or settled.

Enter.—To go into or upon lands, and take actual possession of

them. To place in regular form before the court, usually in writing; to put upon its records.

Equity.—An equitable claim. A system of jurisprudence administered in Courts of Equity, supplemental to law, the object of which is to supply the deficiencies of the courts of law, and render the administration of justice more complete, by affording relief where the courts of law are incompetent to give it, whereby certain classes of rights become excluded from the benefit of their protection.

Equity of Redemption.—The advantage allowed to a mortgagor of a certain time to redeem lands mortgaged, after they have been forfeited at law by the non-payment of the sum of money due to the mortgage at the appointed time.

Error.—A mistake in the proceedings of a court of record in matters of law or of fact.

Error, Writ of.—An original writ, which lies after judgment in in action at law, in a court of record, to correct some alleged error in the proceedings.

Escheat.—The falling or reverting of real property to the State, as original and ultimate proprietor, by reason of a failure of persons legally entitled to hold the same.

Escrow.—A deed or bond delivered to a third person, to hold till some act is done or some condition is performed, and which is not to take effect till the condition is performed.

Estate.—The interest which any one has in lands, tenements, or other effects; as an estate for life; for years, at will, etc.

Eviction.—Dispossessing a person of lands or tenements by due process of law.

Evidence.—That which is legally submitted to a competent tribunal, as a means of ascertaining the truth of any alleged matter of fact under investigation before it.

Exception.—An objection taken in the course of a trial; or as to the decision of a judge in the course of a trial, or in his charge to a jury.

Execution.—A judicial process for obtaining possession of anything recovered by judgment of law; execution of a will or deed.

Executor, Executrix.—One appointed by a person's last will to manage and dispose of his estate and substance.

Exemption.—Free from that which binds others in respect to duty, taxes; exempt from service on jury, military service, etc.

Exigent.—A writ issuing from a court to the sheriff in the matter of outlawry.

Ex officio.—Anything done by virtue of the power invested in the person holding office.

Ex parte.—A statement is called *Ex parte* where only one of the parties gives an account of a transaction in which two or more are concerned.

Ex post facto.—A term used to signify something done after another thing committed before, or where a law is made to meet a particular offense committed.

Extradition.—An International law, the delivering up of a party charged with crime, a fugitive from justice, to the foreign government to which he belongs.

Extortion.—That abuse of public justice which consists in the

unlawful taking by a public officer, under pretence of his office, of any money or other gift, when none is legally due, or where less is due than the sum demanded. It is an offense punishable at common law.

Fee.—An estate of inheritance, or the interest which a man has in land or some other immovable.

Fee-simple.—When the estate is free and unconditional.

Fee-tail.—When the estate is limited to certain heirs according to the will of the first donor.

Felony.—A heinous crime; including, generally, all capital crimes below treason, and understood to comprise every species of crime which occasioned, at common law, the forfeiture of lands and goods. The term includes murder, manslaughter, *Felo-de-se*, burglary, robbery, larceny, forgery, arson, and rape.

Feme covert.—A married woman under covert or protection of her husband and not liable to action.

Feme Sole.—A single or unmarried woman.

Feme Sole Merchant.—A married woman, but who carries on trade apart from her husband.

Feoffment.—A gift or grant of any manors or tenements to another, in fee-simple, for him and his heirs forever. In every Feoffment, the giver or grantor is called the Feoffor, and he who receives it, the Feoffee.

Fiat.—*Let it be done.*—A short order or warrant of some judge for making out and allowing certain processes.

Fiction. In law, a supposition that a thing is true, so that it may have the effect of truth as far as is consistent with equity.

Fiduciary.—One who holds property or other goods in trust for another; a trustee.

Fidejussor.—A surety; one bound for another; a guarantor.

Fief.—Lands or tenements held by fealty and homage; also, a manor, or noble inheritance.

Finding.—The result of a judicial examination or inquiry, especially into some matter of fact; that which is found by a jury; a verdict.

Fine.—A penalty for an offence committed; also, a formal conveyance of lands, by acknowledging a perfect acquiescence before a judge, or a sum of money paid for the tenure of lands and tenements.

Flaw.—Any error or omission in indictments or declarations which invalidates the proceedings; a flaw in a will, in a deed, or in a statute.

Force.—Strength or power exercised without law, or contrary to law, upon persons or things; violence.

Forcible Entry and Detainer.—The entering upon and taking and withholding of land and tenements by actual force and violence, and with a strong hand, to the hindrance of the person having the right to enter.

Foreclosure.—The act or process of foreclosing, or depriving a mortgagor of the right of redeeming a mortgaged estate, or, as it is said, cutting him off from his equity of redemption.

Foreign Attachment.—A process by which the property of a foreign or absent debtor is attached for the satisfaction of a debt

due from him to the plaintiff; an attachment of the good effects, or credits of a debtor in the hands of a third person; called in some States Trustee, in others Factorizing, and in others Garnishee process.

Forfeiture.—The losing of some right; expulsion; the punishment of an illegal act, according to which the owner of property is deprived of all interest therein, and the property delivered to the injured party by way of recompense.

Forgery.—The fraudulent making or alteration of any record, deed, or writing, to the prejudice of another man's right, particularly counterfeiting the signature of another with intent to defraud; the making of a thing in imitation of another thing.

Formulary.—A book of forms and precedents for law matters.

Fraud.—An act or instrumentality by which unfair or unlawful advantage is sought to be gained deceitfully.

Freehold.—Land and tenements held in fee-simple, fee-tail, or for life.

Fugitive from Justice.—One who, having committed a crime in one jurisdiction, flees or escapes into another to avoid punishment.

Fungible.—A thing which may take the place of another, as by payment in kind.

Garnishee.—One in whose hands the property of another has been attached, in a suit against the latter by a third person; and who is garnisheed or warned of the proceeding, and has notice of what is required of him in reference to it.

Garnishment.—Warning, or legal notice to one to appear and give information to the court on any matter.

Gift.—A voluntary transfer of real or personal property, from one to another, without any consideration. It can be perfected only by deed, or in case of personal property, by an actual delivery of possession.

Good-will.—The custom of any trade or business; the tendency or inclination of persons, old customers and others to resort to an old established place of business; the advantage accruing from such tendency or inclination.

Grant.—A transfer of property by deed or writing; especially, an appropriation or conveyance made by the government.

Guaranty.—To undertake or engage that another person shall perform what he has stipulated: to undertake to be answerable for the debt or default of another; to engage to answer for the performance of some promise or duty by another in case of a failure by the latter to perform.

Habeas Corpus.—*You may have the body.* A writ having for its object to bring a party before a court or judge; especially, one to inquire into the cause of a person's imprisonment or detention by another, with the view to protect the right of personal liberty.

Habendum.—*To have.* One of the principal parts of a deed, so-called, because it begins with this word, signifying *to have.* It follows that part of the deed called the Premises. Its office is to determine the quantity of estate granted.

Heir.—One who receives, inherits, or is entitled to succeed to the possession of any property after the death of its owner; one in

whom the title to an estate vest on the death of the proprietor; one on whom the law bestows the title or property of another at the death of the latter; one who receives any endowment from an ancestor or relation.

Heir Apparent.—One whose right to an estate is indefeasible if he survives the ancestor, in distinction from *Presumptive Heir.*

Heir at Law.—One who after his ancestor's death has a right to inherit all his intestate estate.

Heir by Conquest.—He who succeeds to the deceased in lands and other hereditable rights, to which the deceased did not himself succeed as heir to his predecessor; as when a father leaves an estate he purchased to his second son.

Heir by Devise.—One who has no other right or interest in the lands devised to him by will than the will of the testator gives him.

Heir of Line.—He who succeeds lineally by right of blood.

Heir Passive.—He whom the law makes liable to be heir.

Heir Presumptive.—One who, if the ancestor should die immediately, would be his heir, but whose right to the inheritance may be defeated by the birth of a nearer relative, or by some other contingency.

Heirs Portioners, or Parceners.—The terms used when women succeed; as in that case they have all equal portions.

Heirs of Provision.—Those who succeed by virtue of a particular provision in a deed or instrument.

Heiress.—The female heir to a man having an estate of inheritance in lands.

Hereditament.—All the property that may be inherited, or come to the heir; lands, tenements, all movable things, whether corporeal or incorporeal which a man may have, to him or his heirs, real, personal or mixed.

Highway.—A public or free street, road, or way by land or water, open to all.

Homicide.—The killing of any human being by the act of man, of which there are three kinds; *justifiable*, if caused by unavoidable necessity; *excusable*, if it happened by misadventure; and felonious, if done without excuse.

Homestead.—A person's dwelling-place, with that part of his landed property which is about and contiguous to it.

Hush Money.—A bribe to secure silence.

Hypothecate.—To confer on a creditor a right in or to a thing, by which the creditor obtains the power to cause that thing to be sold for the discharge of a debt or engagement out of the proceeds; to subject, as property, to liability for a debt or engagement without delivery of possession; to mortgage, as ships or other personal property.

Idiot.—One who has had no understanding or intelligence from his birth, and therefore is presumed by law never likely to attain any. The law declares that a man is not an idiot if he has any glimmer of reason, so that he can tell his parents, his age, or such common matters; but a man who is born deaf, dumb, and blind, is looked upon by the law in the same light as an Idiot.

Impanel.—The writing down of the names of a jury; to complete, or enroll, as a list of jurors in a court.

Illicit.—Not allowed or permitted by law.

Impeach.—To charge with a crime or misdemeanor; to accuse; especially, to charge, as an officer, with misbehavior in office.

Imprisonment.—Confinement in a prison; deprived of liberty. *False Imprisonment*, is confinement of the person, or restraint of liberty, without legal or sufficient authority.

Incapable.—Unqualified in a legal sense; not having the constitutional qualifications; a man convicted on impeachment is disqualified, and therefore incapable of holding office under the government.

Incendiary.—Any person who sets fire to a building.

Incompetency.—Want of legal fitness to be heard or admitted as a witness, or to act as a juror, in the trial of a cause.

Incorporeal.—Existing only in contemplation of law; not capable of actual visible possession. *Incorporeal Hereditament*, a right issuing out of a thing corporeal (whether real or personal) or concerning or exercisable within the law.

Incumbrance.—A burden or charge upon property; a legal claim or lien upon an estate.

Indemnity.—Exemption from damages or loss; security to save harmless. *Act of Indemnity*, a law passed in order to relieve persons from some penalty to which they are liable in consequence of acting illegally in consequence of exceeding the limits of their strict constitutional powers.

Indenture.—An agreement or contract made between two or more persons.

Indicia.—Discriminating signs; marks; badges; tokens.

Indictment.—A written accusation and formal charge of a crime preferred to a court by a grand jury.

Indorse.—To write one's name upon the back of a paper, for the purpose of transferring it, or to secure the payment of a sum of money; to guaranty the fulfillment or performance of an obligation.

Inducement.—Any matter stated by way of explanation, preamble or introduction to the main allegations of a pleading.

Infamy.—The loss of character, or public disgrace, which a convict incurs, and by which a person is at common law rendered incompetent as a witness.

Infancy.—The state or condition of one under age; or under the age of twenty-one years; nonage; minority.

Information.—An accusation or complaint exhibited against a person for some criminal offense. It differs from an indictment in criminal cases chiefly in not being based on the finding of a grand jury.

Inherit.—To take as heir at the death of the ancestor.

Inheritance.—A perpetual right to an estate in a man and his heirs; an estate which a man has by descent as heir to another; an estate derived in due course of law.

Injunction.—A writ granted by a court of equity, and, in some cases, under statutes, by a court of law, whereby a party is required to do or to refrain from certain acts.

Innuendo.—An averment employed in proceedings for libel or slander, to point the application to persons or subjects, of the alleged libelous matter.

Inquest.—An examination under authority of a court; an inquiry into any matter, civil or criminal, by a jury. The grand jury is often called the Grand Inquest.

Inquiry.—Seeking for information; examination into facts, *Writ of Inquiry* is an instrument in writing issued in certain actions at law, where the defendant has suffered judgment to pass against him by default.

Insolvent.—One who cannot pay his debts.

Instrument.—A deed or writing drawn up between two parties, giving formal and legal expression as to matters between them.

Interdict.—An order of a court prohibiting some act, having the like purpose and effect with a writ of injunction.

Interlocutory Order.—An order which does not decide the cause itself, only some intervening matter relating to it.

International Law.—The law that pertains to the friendly relations between nations.

Interpleader.—A proceeding in which a person owes a debt to one of the parties in suit, but till the termination of it he knows not to which, and he desires that they may *Interplead* or settle their claims between themselves, that he may be safe in the payment.

Intervention.—The act by which a third person, to protect his own interest, interposes and becomes a party to a suit pending between other parties.

Intestate.—A person who dies without making a valid will. Not devised or bequeathed.

Intromission.—An intermeddling with the effects of another, either on legal grounds, or without any authority; in the latter case it is called *Vicious Intromission.*

Inventory.—A schedule of all the goods and chattels, and sometimes of the real estate of a deceased person.

Investiture.—The action of investing; giving possession. The grant of land or a feud was perfected by the ceremony of corporeal Investiture, or open delivery of possession.

Involuntary Homicide.—The act of killing a man by accident, which differs from excusable homicide.

Issue.—The children begotten between a man and his wife. The profits arising from lands, tenements, fines, etc.

Jettison, also Jetsam.—The voluntary throwing of goods overboard, in case of extreme peril in order to lighten a ship and preserve her. *Jetsam* is where goods are cast into the sea, and there sink, and remain under water; *Flotsam* is where they continue swimming.

Jointure.—A settlement of lands and tenements made over by the husband to the wife, to be enjoyed after his decease.

Judgment.—The sentence of the court pronounced by the judge on the matter in the record, in cases of default, when the defendant puts in no plea; or of confession, when the defendant acknowledges the action; or upon demurrer, when the defendant pleads a bad plea in bar; or upon a non-suit or retraxit, when the plaintiff withdraws or abandons the prosecution. Judgments are either *Interlocutory*, that is, given in the middle of a cause or some intermediate point; or *final*, so as to put an end to the action.

Judicature.—The power of distributing justice by legal trial

and determination. A court of justice. Extent of jurisdiction of a judge or court.

Judiciary.—That branch of government in which judicial power is vested.

Jurisdiction.—The legal power or authority invested in any individual or court, of doing justice in the causes brought before them.

Jurisprudence.—The science of law; a knowledge of the laws, or skill in interpreting and applying them; also the laws themselves.

Jury.—A body of men, selected according to law, and sworn to inquire into and try any matter of fact, and to declare the truth of it on the evidence presented.

Jury of Inquest.—Commonly called a Coroner's Jury. Summoned in cases of sudden or violent death, to try into the cause.

Justification.—The showing of a sufficiently good reason in a court, why one has done the thing for which he is called to answer.

Laches.—Neglect to do a thing at the proper time. Negligence from which damages may arise.

Lapsed Devise or Legacy.—A devise or legacy which fails or takes no effect, in consequence of the death of the devisee before that of the testator, or for other cause.

Larceny.—The felonious and fraudulent taking away the personal goods of another. Grand and Petit Larceny are distinctions depending on the nature and value of the property taken.

Law.—An established rule, prescribed by the supreme power of a State to its people, for regulating their actions, particularly their social actions. Laws of four kinds: *Declaratory* or *Permissive*, when they simply declare what may be done, without incurring a penalty; *Prohibitory* or *Penal*, when they forbid certain things to be done or omitted; *Imperative* or *Mandatory*, when they command what is to be done, and *Remedial*, when their object is to redress some injury done, or remove some inconvenience. *Municipal* or *Civil Laws*, are rules of conduct established by decrees, edicts or ordinances enacted by the supreme power of the State. *Common Law*, a rule of action which derives its authority from long usage or established custom, which has been immemorially received and recognized by judicial tribunals. *Criminal Law*, that branch of municipal law which relates to crimes. *Law of Nations*, a code of rules regulating the mutual intercourse of nations or States. *Law of the Land*, due process of law; the general, public, or common law of the land. *Marine Law*, the law of the sea; a branch of the Commercial law, relating to the affairs of the sea, such as seaman, shipping, etc. *Statute Law*, a rule of action prescribed by the legislative power; a written statute, ordinance, edict, etc. *The Law*, the whole body of legal enactments, and writings pertaining to them; legal science; jurisprudence.

Lease.—A letting of lands or tenements to another for a term of years, or at will, for a rent or other compensation.

Leasehold.—Lands or tenements held by virtue of a lease, or conveyance, from the party having a right so to dispose.

Legacy.—A bequest or gift by testament of any personal effects; the person bequeathing is called the *testator*, and the person to whom it is bequeathed the *legatee*.

Legitimate.—Lawfully begotten or born; born in wedlock; as, legitimate heirs or children.

Letter of Attorney.—A writing whereby a person constitutes another to do a lawful act in his stead, as to receive debts, etc.

Letter of License.—An instrument or writing granted by a person's creditors, allowing him a certain time for the payment of his debts, by which means he is enabled to prosecute his business without legal molestation.

Letter of Marque.—An extraordinary commission given to a private ship by a government to make reprisals on the ships of another State, in time of war.

Letters Testamentary.—An instrument granted by the proper officer to an executor after probate of a will, authorizing him to act as executor.

Levy.—The taking or seizure of property on executions to satisfy judgments, or on warrants for the collection of taxes. To commence and carry on a suit for assuring the title to lands or tenements.

Lien.—A legal claim; a charge upon real or personal property for the satisfaction of some debt or duty; the right which a creditor has to retain the property of his debtor, until the debt has been paid.

Life Estates.—Estates not of inheritance, but simply during the life of the possessor.

Limitation.—A certain period limited by statute after which the claimant shall not enforce his claims by suit.

Local Actions.—Tied or joined to a place; thus, real actions are local, because they must be brought in the county where the lands, etc., are located.

Lynch Law.—The practice of punishing men for crimes by private, unauthorized persons, without a legal trial.

Maihem, or Mayhem.—A corporal wound or hurt, by which a man loses the use of a limb or member of the body.

Mainprise.—The surrendering a person into friendly custody, upon giving security that he shall be forthcoming at the time and place required.

Maintenance.—In Criminal law, an officious intermeddling between others, by assisting either party with money or means to prosecute or defend.

Majority.—Being of age, *i. e.*, twenty-one years or more.

Malfeasance.—The doing of some illegal act which a person ought not to do.

Malicious.—With wicked or mischievous intentions or motives.

Malicious Abandonment.—The desertion of a wife or husband without just cause.

Malicious Prosecution.—A wanton prosecution or arrest, by regular process in a civil or criminal proceeding, without probable cause.

Mandamus.—A writ issued by a superior court and directed to some inferior tribunal, or to some corporation or person exercising public authority, commanding the performance of some specified duty.

Manslaughter.—The unlawful killing of a man without malice, express or implied.

Maxims in Law.—Certain proverbial axioms which form part of the general customs or common law of the land; as, "No one is bound to criminate himself," "Conditions against law are void," "It is fraud to conceal fraud," etc., etc.

Mesne Process.—An intermediate process, issuing pending the suit, upon some collateral matter; also, all such processes as intervene between the beginning and end of a suit.

Messuage.—A dwelling-house with its adjoining land, appropriated to the use of a household.

Misdemeanor.—An offense less than a felony. Crimes and Misdemeanors are synonymous terms, though, in common usage, the word crime is made to denote such offenses as are of a more atrocious kind; while smaller faults and omissions of less consequence are comprised under the gentler name of Misdemeanors.

Misfeasance.—A trespass; the improper doing of an act which a person might lawfully do.

Misprison.—Any high offense under the degree of capital, but approaching thereto. Misprisons are negative and positive. Negative when they consist in the concealment of something which ought to have been revealed; and positive when they consist in the commission of something which ought not to have been done.

Mittimus.—A writ of removing and transferring of records from one court to another; also, a precept in writing, under the hand and seal of a Justice of Peace, directed to the goaler, for the receiving and safe keeping of an offender, until he is delivered by law.

Modus.—The arrangement of expressing the terms of a contract or conveyance. Land, money, or a yearly pension given to a person as a composition or satisfaction in lieu of his tithes in kind.

Moiety.—One-half, or one of two equal parts.

Mortgage.—A conveyance of property, upon condition, as security for the payment of a debt or the performance of a duty, and to become void upon payment or performance.

Motion in Law.—An application in court either by the parties themselves or their counsel, in order to obtain some order or rule of court.

Movables.—Property not fixed or real; personal chattels; goods that may be moved from place to place.

Mulcted.—A pecuniary fine imposed upon a person as a punishment for an offense, or misdemeanor.

Municipal.—Belonging to a city or corporation. *Municipal Law* is properly defined to be a rule of civil conduct prescribed by the supreme power in a State.

Murder.—The act of wilfully and feloniously killing a human being with malice prepense.

Mutiny.—A revolting from lawful authority, particularly among sailors and soldiers; to rise against one's superior officer.

Naturalization.—The act of investing an alien with the rights and privileges of a citizen.

Ne Exeat.—A writ to restrain a person from leaving the country, originally applicable to purposes of state, now an ordinary process of courts of equity, resorted to for the purpose of obtaining bail or security to abide a decree.

Nisi Prius, *unless before*—Applied to terms of court; held generally by a single judge, with a jury, for the trial of jury causes.

Nolle Prosequi.—An acknowledgment or agreement by the plaintiff, or prosecuting attorney, that he will not further the suit, as to the whole or part of the cause of action.

Nole Contendere.—A plea, by the defendant, in a criminal prosecution, equivalent to that of guilty, for all the purposes of that prosecution.

Non-ability.—An exception taken against a plaintiff in a cause, when he is unable legally to commence a suit.

Non est factum.—The general issue in an action of debt on bond.

Non est inventus.—The return of a sheriff on a writ, when the defendant is found in his county.

Nonfeasance.—An omission of what ought to be done.

Non pros.—A judgment entered against the plaintiff in a suit where he does not appear to prosecute.

Non-suit.—A failure by the plaintiff to follow up his suit.

Notary Public.—A public officer who attests, or certifies, deeds, and other writings, usually under his official seal, and to make them authentic in another country.

Nuisance.—Any annoyance which tends to the hurt or inconvenience of another.

Nuncupative Will.—A will or testment made by word of mouth only, and depending on oral testimony for proof, though afterward reduced to writing.

Oath.—An affirmation or denial of anything before one or more persons who have authority to administer the same, for the discovery and advancement of truth and right, calling God to witness that the testimony is true.

Oath of Allegiance.—The oath which the person takes when about to become a citizen of the United States.

Obligation.—A bond containing a penalty on condition of not performing certain covenants annexed.

Ordinance.—A statute or law; a rule established by authority.

Ordinary.—An officer who has original authority and powers in his own jurisdiction. A judicial officer having powers such as surrogate or judge of probate.

Original Writ.—The beginning or foundation of a suit; and is a mandatory order from the court or judge.

Overt Act.—An open act, capable of being sustained by legal proof.

Oyer and Terminer.—A commission directed to the judges and other gentlemen of the courts to which it is issued, by virtue whereof they have power to hear and determine treasons, felonies, etc.

Panel.—A roll containing the names of the jurors, whom the court or authorized officer returns to serve on trial.

Parcenary.—Holding lands and tenements in co-partnership by two or more persons. A joint tenancy in common.

Parol.—By word of mouth; an oral declaration.

Parol Contract.—Any contract not of record or under seal, whether oral or written.

Particeps Criminis.—A partaker in the guilt of another, not as a principal, but an accessory.

Partition.—The division of lands, tenements, etc., among coheirs or parceners.

Penal Code.—A code of laws concerning the punishment of crimes.

Penalty.—A fine or forfeiture by way of punishment. The law inflicts *Penalties*, sometimes pecuniary and sometimes personal.

Peremptory Challenge.—A challenge, or right of challenging jurors, without showing cause.

Perjury.—The act of knowingly and willfully taking a false oath in a court of justice, by a witness lawfully required to depose the truth in a matter of some consequence to the point in question. A false oath, therefore, taken before no court, or before a court incompetent to try the issue in question, does not constitute the offense of Perjury.

Piracy.—The act or crime of robbing on the high-seas.

Plaintiff.—The person who commences an action or suit to obtain a remedy for an injury to him or to his rights.

Plea.—That which is alleged by a party in support of his cause; the defendant's answer to the plaintiff's declaration.

Pleadings.—The mutual altercations between the plaintiff and defendant, or written statements of the parties in support of their claims.

Pledge.—Personal property delivered to, or deposited with, another as security for a debt or engagement. *Dead Pledge*, a mortgage. Living Pledge, the conveyance of an estate to another for money borrowed, to be held by him until payment out of the rents and profits.

Posse Comitatus.—The armed power of the country, or the attendance of all persons charged by sheriff to assist him in the suppression of riots, etc.

Practice.—The form, manner, and order of conducting and carrying on suits and prosecutions through their various stages, according to the principles of law, and the rules liad down by the courts.

Precedent.—A judicial decision which serves as a rule for future determination in similar or analogous cases; an authority to be followed in courts of justice.

Precept.—A command in writing, sent out by a magistrate for bringing a person or a record before him.

Presentment.—A declaration or report made by a grand jury or others of any offense to be inquired of in the courts to which it is presented.

Presumptive Evidence.—That which is derived from circumstances which necessarily or usually attend a fact, as distinct from direct evidence or positive proof.

Presumptive Heir.—One who would inherit an estate if the ancestor should die with things in their present state, but whose right of inheritance may be defeated by the birth of a nearer heir before the death of the ancestor.

Prima Facie Evidence.—That evidence which is sufficient to establish the fact, unless rebutted or contradicted.

Probate.—Official proof before a competent officer that the in-

strument offered, purporting to be the last will and testament of a person deceased, is indeed his lawful act.

Probate Court.—A court for the probate of wills.

Process.—The whole course of proceedings in a cause, real or personal, civil or criminal, from the original writ to the end of the suit. *Original Process* is the legal method of compelling the defendant to appear in court. *Mense Process* is that which issues, pending the suit, upon some collateral or interlocutory matter. *Final Process*, a writ of execution in an action of law.

Proctor.—An officer employed in Admiralty causes, answering to an *Attorney* at common law, and to a solicitor in equity.

Prohibition.—A writ to forbid any court from proceeding with a cause then depending, on suggestion that the adjudication thereof does not properly belong to that court.

Prosecution.—The institution and carrying on of a suit in a court of law or equity, to obtain some right, or to redress or punish some wrong.

Protest.—In Maritime law, a declaration made by the master of a vessel, before a notary, consul, or other authorized officer, upon his arrival in port after a disaster, stating the particulars of it, and showing that any damage or loss sustained was not owing to the fault of the vessel, her officers, or crew, but to the perils of the sea, etc. The act of a notary public, on behalf of the holder of a bill or note, protesting against all parties liable for any loss or damage by non-payment of the bill or note. Also against the proceedings of a court.

Proxy.—One who acts or stands for another in his absence.

Quash.—To abate, to annul, or to make void.

Quo Warranto.—A writ to inquire by what authority, right, or title, any person or corporation holds a franchise, exercises an office, and the like.

Real Property.—Relating to things fixed, permanent, or immovable, as to real estate, opposed to personal or movable property.

Real Action.—An action for the recovery of real property.

Real Assets.—Lands or real estate in the hands of the heir, chargeable with the debts of the last owner.

Receiver.—One who receives stolen goods, knowing them to be stolen, and incurs the guilt of participating in the crime. A person appointed to take charge of the estate and effects of a corporation, and to do other acts necessary to the winding up of its affairs.

Recognizance.—A bond or obligation acknowledged in a court before a judge, with a condition which requires him to do some specified act.

Recoupment.—Reduction of plaintiff's damages in an action or agreement; for defect in performance on his part.

Reference.—The act of submitting a matter in dispute to the judgment of one or more persons for decision. The process of sending any matter for inquiry to an officer in order that he may ascertain facts and report to the court.

Remainder.—An estate in lands, tenements, etc., limited to be enjoyed after the expiration of another estate.

Replevin.—An action to recover possession of goods and chattels which have been wrongfully taken or detained.
Reprieve.—A warrant for suspending the execution of a criminal.
Rescission.—The act of annulling a decree or judgment.
Rescue.—The violent taking away or causing to escape one that is taken by lawful authority.
Residuary Clause.—That part of the testator's will in which the residue of his estate is disposed of.
Residuary Devisee.—The person to whom the residue of real estate is devised by a will.
Respondent.—One who answers in certain proceedings, generally those which are not according to the course of the common law, as in equity and admiralty causes in petitions for partition.
Retainer.—Usually the fee paid by a client to secure a lawyer to maintain a cause.
Riot.—The forcibly doing of an unlawful or violent act, by three or more persons assembled together for that purpose.
Robbery.—The felonious taking of money or goods from the person of another, by force or without his knowledge.
Sale.—The act of transferring the property of goods from one to another upon a valuable consideration.
Scroll, or Scrall.—A mark used in place of a seal.
Seal.—An engraved stamp, used for making an impression in wax or other soft substance, to be attached to a document.
Search Warrant.—A warrant legally issued, authorizing persons to search houses, or other places, for goods stolen and concealed.
Sedition.—The raising of commotion in State, not amounting to insurrection.
Seisin.—Possession of an estate of freehold.
Set Off.—When the defendant acknowledges the plaintiff's demand, but sets up a demand of his own, to set off or counter-balance the debt either wholly or in part.
Solicitor.—A person who is employed in conducting suits in courts of equity.
Special Bail.—Actual and responsible sureties bound for the appearance of a person in court, as opposed to *Common Bail*, which is nominal.
Special Verdict.—One in which the jury find the facts, and state them as proved, but leave the law of the case to the court.
Specialty.—An obligation under seal, given as security for a debt particularly specified.
Specification.—A written statement containing the particulars of charges against an officer; the terms of a contract; a detailed account of an invention to be patented.
Statute.—A law enacted by a State legislature.
Subpœna.—A writ commanding under a penalty the attendance of a person in court, as a witness.
Suffrage.—A vote at an election in favor of some person who is a candidate for office.
Suit.—A cause or action at law.
Surety.—A person bound with or for another, in certain fixed recognizances.

Surrogate.—An officer, in some of the States, who conducts the affairs of wills, and the settlement of estates.

Tenant.—One who holds lands by any right, particularly one who occupies lands or tenements at a rent.

Tenure.—The condition on which lands and tenements are held.

Testament.—The solemn act whereby a man declares his last will as to the disposal of his estate after his death.

Title.—A right which a person has to the possession of property.

Tort.—Any wrong or injury; a wrongful act, for which an action will lie.

Trade-mark.—A distinguishing mark used by a manufacturer on his goods, the legal right in which is recognized by law.

Trespass.—Any wrong done by one private man to another either to his person or his property.

Trust.—A confidence imposed by one man in another, giving him a right to receive the profits of lands.

Trustee.—One who has an estate or money put into his hands for the use of another.

Usury.—The taking more interest for the loan of money than is allowed by law.

Verdict.—The report or determination of a jury upon any cause, civil or criminal.

Waiver.—The act of not insisting on some right, claim or privilege.

Warrant.—A writ commanding an officer of justice to take up any offender.

Warrant of Attorney.—An authority given to any attorney by his client to appear and plead for him.

Witness.—One sworn to give evidence in a cause.

Writ.—An instrument in writing, under seal, issued from the proper authority, commanding the performance or non-performance of some act by the person to whom it is directed.

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